



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This hearing was convened as the result of the landlord's application for dispute resolution by the landlord for an order of possession for the rental unit, a monetary order for money owed or compensation for damage or loss and unpaid rent and to recover the filing fee.

The landlord's agent appeared and gave affirmed testimony.

The landlord testified that tenant was served with the landlord's application for dispute resolution and notice of hearing by registered mail on May 25, 2012. The landlord supplied proof of the registered mail service to the tenant's address, which is the rental unit.

I find the tenant was served in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and in documentary form.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession due to unpaid rent and for a monetary order for unpaid rent and late fees and to recover the filing fee?

### Background and Evidence

The landlord's evidence shows that this one year, 6 month, term tenancy began on January 9, 2011, has continued thereafter on a month to month basis, monthly rent is currently \$724.00, and a security deposit of \$347.50 was paid by the tenant at the beginning of the tenancy, on or about December 27, 2010.

The landlord gave affirmed testimony and supplied evidence that on May 2, 2012, the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by posting on the door. The Notice stated the amount of unpaid rent was \$661.00. Documents served in this manner are deemed served three days later under section 90 of the Act. Thus the effective vacancy date of May 13, 2012, listed on the Notice is automatically corrected to May 15, 2012.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained the tenant had five days to dispute the Notice.

The landlord provided evidence that the tenant has not made any rent payments since issuance of the Notice and currently owes unpaid rent of \$641.00 for May and \$724.00 for June 2012 and \$40.00 for late payment fees of \$20.00 each for May and June.

The landlord's relevant evidence included the Notice, the tenancy agreement, accounting records and proof of service of the hearing documents.

I have no evidence before me that the tenant applied to dispute the Notice.

### Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

### Conclusion

I therefore find that the landlord is entitled to an order of possession effective **two days** after service on the tenant.

The order of possession is enclosed with the landlord's Decision. This order of possession is a legally binding, final order, and may be filed in the Supreme Court of British Columbia should the tenant fail to comply with this order of possession.

I also find that the landlord has established a total monetary claim of \$1455.00 comprised of outstanding rent of \$1365.00 for May and June, 2012, late fees of \$40.00 and the \$50.00 filing fee paid by the landlord for this application.

I grant the landlord a monetary order under authority of section 67 of the Act for the amount of their proven monetary claim of \$1455.00.

The monetary order for \$1455.00 is enclosed with the landlord's Decision. This order is a final, legally binding order, and may be filed in the Provincial Court of British Columbia (Small Claims) should the tenant fail to comply with this monetary order.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 14, 2012.

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Residential Tenancy Branch