



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent, for authority to retain the tenant's security deposit and to recover the filing fee.

The tenant did not appear at the hearing. The landlord's agent appeared and testified that he served the tenant the Application for Dispute Resolution and Notice of Hearing by personal delivery on June 1, 2012. The landlord successfully demonstrated sufficient delivery of the hearing documents in compliance with Section 89 of the Act and the hearing proceeded in the tenant's absence.

The landlord's agent gave affirmed testimony and was provided the opportunity to present his evidence orally and in documentary form, and make submissions to me.

Issue(s) to be Decided

Is the landlord entitled to a monetary order due to unpaid rent, an order of possession for the rental unit, for authority to retain the tenant's security deposit and to recover of the filing fee?

Background and Evidence

The evidence shows that this 6 month, fixed term tenancy began on August 1, 2009, continues now on a month to month basis, monthly rent is currently \$792.00, and a security deposit of \$387.50 was paid by the tenant at the beginning of the tenancy.

The landlord's monetary claim is \$792.00 for unpaid rent for the month of May 2012.

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 personal delivery. The Notice stated the amount of unpaid rent was \$792.00. The

effective end of tenancy dated listed on the Notice, May 1, 2012, is incorrect and is automatically changed to May 12, 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 and gave affirmed testimony that the tenant did not made any rent payments since issuance of the Notice.

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 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 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 find that the landlord has established a total monetary claim of \$842.00 comprised of unpaid rent for May 2012 in the amount of \$792.00 and the \$50.00 filing fee paid by the landlord for this application.

At the landlord's request, I allow the landlord to retain the tenant's security deposit of **\$387.50** in partial satisfaction of the monetary claim and I grant the landlord a monetary order under authority of section 67 of the Act for the balance due of \$454.50.

The monetary order for \$454.50 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 20, 2012.

Residential Tenancy Branch