



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, MNR, MND

Introduction

The hearing was scheduled in response to the an Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Cause, for a monetary Order for unpaid rent, and for a monetary Order for damage to the rental unit. At the hearing the Landlord stated that her monetary claim is actually for unpaid rent and the security deposit which has not been paid.

The Landlord stated that she personally served the Tenant with the Application for Dispute Resolution, the Notice of Hearing, and documents to be relied upon as evidence on June 08, 2012. I specifically note that a copy of the One Month Notice to End tenancy was included in the documents served to the Tenant on June 08, 2012. In the absence of evidence to the contrary I accept these documents were served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to an Order of Possession or Cause; to compensation for unpaid rent; and to compensation for a security deposit that has not been paid, pursuant to sections 55 and 67 of the *Act*.

Background and Evidence

The Landlord stated that this tenancy began on April 01, 2012 and that the Tenant was obligated to pay rent of \$750.00 by the first day of each month. She stated that the address on the tenancy agreement is not the current legal address of the rental unit; that Canada Post has advised her that the address of the unit is being changed to the address noted on the tenancy agreement; that she understands this address will be the legal address of the rental unit on July 01, 2012; and that she put the "new" address on the tenancy agreement as she anticipated that the tenancy would extend past July 01, 2012.

The Landlord stated that the Tenant has paid no rent for May or June of 2012.

The Landlord stated that on May 02, 2012 she posted a One Month Notice to End Tenancy for Cause on the door of the rental unit. The One Month Notice to End Tenancy for Cause indicated that the Landlord was ending the tenancy because the Tenant was repeatedly late paying rent. The Notice has a declared effective date of May 31, 2012.

The Notice to End Tenancy for Cause declares that the Tenant must move out of the rental unit by the date set out on the front page of the Notice if they do not dispute the Notice within ten days of receiving it. I have no evidence that the Tenants disputed the Notice to End Tenancy.

The Landlord stated that the Tenant has not yet paid the security deposit of \$375.00.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant was obligated to pay rent of \$750.00 by the first day of each month.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the address of the rental unit is in transition and both addresses have, therefore, been recorded on this decision and Orders.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that a One Month Notice to End Tenancy for Cause, pursuant to section 47 of the Act, was posted on the Tenant's door on May 02, 2012.

Section 90 of the Act stipulates that a document that is posted on a door is deemed to be received on the third day after it is posted. I therefore find that the Tenant received the Notice to End Tenancy on May 05, 2012.

Section 47(2) of the Act stipulates that a One Month Notice to End Tenancy for Cause must end the tenancy effective on a date that is not earlier than one month after the date the notice is received and the day before the day in the month that rent is payable under the tenancy agreement. As the Tenant is deemed to have received this Notice on May 05, 2012, and rent is due on the first of each month, the earliest effective date that the Notice is June 30, 2012.

Section 53 of the Act stipulates that if the effective date stated in a Notice is earlier than the earliest date permitted under the legislation, the effective date is deemed to be the earliest date that complies with the legislation. Therefore, I find that the effective date of this Notice to End Tenancy was June 30, 2012.

Section 47(5) of the Act stipulates that tenants are conclusively presumed to have accepted that the tenancy ends on the effective date of a notice received pursuant to section 47 of the Act and that the tenants must vacate the rental unit by that date unless

the tenant disputes the notice within ten days of receiving it. As there is no evidence that the Tenants filed an application to dispute the Notice to End Tenancy, I find that the Tenants accepted that the tenancy is ending on June 30, 2012, which is the effective date of the Notice.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant has not paid rent for May or June of 2012. As she is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$1,500.00 in outstanding rent to the Landlord.

As a security deposit is money held in trust by the Landlord for the duration of the tenancy, I find that it would inappropriate to order the Tenant to pay a deposit to the Landlord, given that the tenancy is ending in ten days.

Conclusion

I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on June 30, 2012. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

I find that the Landlord has established a monetary claim, in the amount of \$1,400.00, in compensation for unpaid rent. Based on these determinations I grant the Landlord a monetary Order for the amount of \$1,400.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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