

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that he personally served the Tenant with the notice of hearing and evidence package on June 25, 2012. The Tenant did not submit any documentary evidence. I accept the undisputed testimony of the Landlord and find that the Tenant was properly served as deemed under the Act.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

The Landlord states that the Tenant was served with a 10 day notice to end tenancy for unpaid rent dated June 9, 2012 in person on the same date. The notice states that monthly rent of \$800.00 was not paid on the due date of June 1, 2012. The effective date of the notice is June 19, 2012.

The Landlord seeks an order of possession and a monetary order for unpaid rent of \$800.00. The Landlord stated in his direct testimony that the Tenant paid a security deposit of \$400.00 approximately 6 years ago. The Landlord was unable to provide any more details. The Landlord states that the Tenant is still in possession of the rental and has not made any rent payments since being served the 10 day notice dated June 9, 2012.

The Landlord also states that in the City of Squamish that mail is delivered to PO Box's. The Landlord is unable to provide a mailing address for the Tenant.

### Analysis

I accept the Landlord's undisputed testimony and find that the Tenant was served with a notice to end tenancy for non-payment of rent. The Tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the Tenancy ended on the effective date of the notice. Based upon the above facts, I find that the Landlord is entitled to an order of possession. The Tenant must be served with the order of possession.

As for the monetary order, I find that the Landlord has established a claim for \$800.00 in unpaid rent. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$400.00 security deposit and the \$13.14 in interest which has accrued to the date of this judgement based upon the Landlord's approximation of the beginning of the tenancy. I grant the Landlord an order under section 67 for the balance due of \$436.86. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

As the Landlord is unable to provide the Tenant's mailing address, a copy of this decision shall be sent via the street address.

### Conclusion

The Landlord is granted an order of possession and a monetary order for \$436.86. The Landlord may retain the security deposit and the approximate interest accrued.

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: July 16, 2012.

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Residential Tenancy Branch