

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 the recovery of the filing fee.

The Landlord's Agent attended the conference call hearing and gave undisputed testimony. The Tenant did not attend. The Tenant did not submit any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing and evidence package by Canada Post Registered Mail on July 12, 2012 and has submitted the Customer Receipt as evidence. The Landlord states that the Tenant is still in possession of the rental and has not made any rental payments to the date of this hearing. As such, I am satisfied that both parties have been properly served with the notice of hearing and evidence 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

This Tenancy began on February 1, 2012 on a fixed term tenancy until January 31, 2012 as shown by the submitted signed tenancy agreement. The monthly rent is \$750.00 payable on the 1st of each month and a security deposit of \$375.00 was paid on January 31, 2012.

The Landlord states that the Tenant was served with a 10 day notice to end tenancy for unpaid rent on June 17, 2012 by posting it to the rental unit door. The notice is dated June 17, 2012 and shows that rent of \$950.00 was due on June 1, 2012 and remains unpaid. The effective date of the notice is June 27, 2012. The Landlord explains that the Tenant was in arrears for \$200.00 for May 2012 rent as well as the \$750.00 due for June 2012.

The Landlord states that an agreement was made on June 23, 2012 with the Tenant in which the effective date of the notice was extended. A copy of the signed agreement

was submitted by the Landlord which outlines the terms. The Landlord states that the Tenant has not honoured the agreement.

The Landlord seeks an order of possession and a monetary order for unpaid rent of \$2,625.00 and to retain the \$375.00 security deposit.

Analysis

I accept the undisputed testimony of the Landlord and find that the Tenant was served with the 10 day notice to end tenancy for unpaid rent on June 17, 2012. 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. The Tenant did not abide by the signed agreement with the Landlord. Based upon the above, I find that the Landlord is entitled to an order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary order, I find that the Landlord has established a monetary claim for \$1,375.00. This consists of \$200.00 for May 2012, \$750.00 for June 2012, \$750.00 for July 2012 and the recovery of the \$50.00 filing fee, totalling \$1,750.00. The Landlord's claim is also offset against the \$375.00 security deposit currently held.

I find that the Landlord's monetary claim for loss of rent for August as well as to keep the security deposit against potential cleaning/repair costs to be pre-mature as the Tenancy has not yet ended. The Landlord's monetary claim for loss of rent is dismissed with leave to reapply.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$1,375.00. The Landlord may retain the security deposit.

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 31, 2012.

Residential Tenancy Branch