Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony. Despite in-person service of the application for dispute resolution and notice of hearing on July 19, 2012, the tenant did not appear.

During the hearing the landlord's agent requested an amendment to the application to include an application to retain the security deposit, and the request was so granted.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on August 1, 2011. Monthly rent of $1,500.00 is due and payable in advance on the first day of each month, and a security deposit of $700.00 was collected.

Arising from rent which remained unpaid when due for June and July 2012, the landlord issued a 10 day notice to end tenancy for unpaid rent dated July 9, 2012. The notice was served in-person on that same date. A copy of the notice was submitted in evidence. Subsequently, on July 28, 2012 the tenant paid rent for June in the amount of $1,500.00. However, the tenant has made no further payment toward rent and she continues to reside in the unit.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy

for unpaid rent dated July 9, 2012. The tenant did not pay the full amount of rent outstanding within 5 days of receiving the notice and did not apply to dispute the notice. The tenant 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. Accordingly, I find that the landlord is entitled to an <u>order of possession</u>.

As for the monetary order, I find that the landlord has established a claim of <u>$3,050.00</u>, which is comprised as follows:

      $1,500.00: unpaid rent for July
      $1,500.00: unpaid rent for August
        $50.00: filing fee

I order that the landlord retain the security deposit of <u>$700.00</u> and I grant the landlord a <u>monetary order</u> under section 67 of the Act for the balance owed of <u>$2,350.00</u> ($3,050.00 - $700.00).

<u>Conclusion</u>

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **$2,350.00**. This order may be served on the tenant, filed in the 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: August 09, 2012.

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      Residential Tenancy Branch