



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

MNR, OPR, MNSD, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated July 3, 2012, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Although one of the co-tenants was served in person with the Application for Dispute Resolution and Notice of Hearing on July 18, 2012 the tenant did not appear.

### **Preliminary Issue**

Although the landlord had named two different co-tenants in the application, only one was served in person with the Hearing package.

For this reason I find that the landlord can only proceed against the tenant who was properly served with the Notice of Hearing documents and the matter cannot proceed against the co-tenant who was not served.

### **Issue(s) to be Decided**

The issues to be determined based on the testimony and the evidence are:

Is the landlord entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent?

Is the landlord entitled to monetary compensation for rental arrears owed?

### **Background and Evidence**

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated July 3, 2012 with effective date of July 13, 2012 and a copy of the tenancy agreement. The landlord testified that the tenancy began on September 1, 2011, at which time the tenant paid a security deposit of \$425.00. The landlord testified that the tenant fell into arrears in July 2012 for \$910.00 and failed to pay \$850.00 owed for August 2012 amounting to a total of \$1,760.00 which is being claimed plus \$25.00 late

fees for July and August. The landlord testified that the tenant appears to have vacated the unit but has not returned the key and the landlord has requested an Order of Possession.

### **Analysis**

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent by posting it on the door. The tenant has not paid the arrears 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. Based on the above facts I find that the landlord is entitled to an Order of Possession.

I find that the landlord has established a total monetary claim of \$1,835.00 comprised of \$1,760.00 accrued rental arrears, one late fee of \$25.00 and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim leaving a balance due of \$1,410.00.

### **Conclusion**

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the Landlord an order under section 67 for \$1,410.00. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) 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 07, 2012.

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Residential Tenancy Branch