



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## Decision

### Dispute Codes:

MNR, OPR, 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 12, 2012 and a monetary order for rent owed.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on July 31, 2012, the tenant did not appear.

### 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 12, 2012 with effective date of July 27, 2012, and a copy of the tenancy agreement. The landlord testified that the tenancy began in July 2012, and the tenant did not pay any security deposit. The landlord testified that the tenant failed to pay \$213.00 rent owed for July and a Ten Day Notice to End Tenancy for Unpaid Rent was served. The landlord testified that the tenant eventually paid \$200.00 towards the arrears on August 10, 2012 and was issued a receipt for "*use and occupancy only*", a copy of which was in evidence. The landlord testified that the tenant also failed to pay the \$213.00 rent owed for August 2012, and is still currently in arrears for \$193.00, which is being claimed. The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession for August 31, 2012.

### 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 putting it through the tenant's mail slot in the door. The tenant did not pay the outstanding rent within 5 days 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 \$243.00 comprised of \$193.00 rental arrears and the \$50.00 fee paid by the landlord for this application.

### **Conclusion**

I hereby issue an Order of Possession in favour of the landlord effective August 31, 2012. This order must be served on the Respondent and 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 \$243.00. This order must be served on the Respondent and 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 27, 2012.

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Residential Tenancy Branch