

## **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 and did not submit any documentary evidence. The Landlord states that the Tenant was personally served by him on September 7, 2012 at the rental property with the notice of hearing and evidence packages. I accept the undisputed testimony of the Landlord and find that the Tenant was properly served with the notice of hearing and evidence.

At the beginning of the hearing the Landlord's Agent stated that the Tenant was up to date on rent arrears except for October rent. As such the Landlord has withdrawn the monetary portion of the application.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

### Background, Evidence and Analysis

The Landlord states that the Tenant was served with the 1 month notice to end tenancy dated July 17, 2012 on July 28, 2012 by posting it on the rental unit door. The effective date of the notice is stated as August 31, 2012 and the reason for cause is that, "Tenant is repeatedly late paying rent." The Landlord states that the subsequent rent that was paid late and that receipts for "use only" were for occupant and not to reinstate the Tenancy. The Landlord has submitted these receipts for July and August of 2012. The Landlord states that the Tenant was repeatedly late paying rent for May, June and July of 2012 and has submitted copies of 10 day notices and a typed rental ledger in support.

I accept the undisputed testimony of the Landlord and find that a claim for repeatedly late rent payments for cause has been established. The Tenant was properly served

with the 1 month notice to end tenancy issued for cause and was issued rent receipts for use and occupancy only. The Tenant did not file a dispute resolution application to dispute the notice and is presumed to have accepted that the Tenancy is at an end. The Landlord is granted an order of possession. The 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.

The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain \$50.00 from the currently held \$437.50 security deposit in satisfaction of this amount.

### Conclusion

The Landlord is granted an order of possession.  
The Landlord may retain \$50.00 from 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: October 10, 2012.

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Residential Tenancy Branch