

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 served with the notice of hearing package by Canada Post Registered Mail on October 13, 2012. The Landlord has provided in their direct testimony the Customer Receipt Tracking Number as confirmation. As such, I am satisfied based upon the undisputed testimony that the Tenant has been properly served.

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, Evidence and Analysis

The Landlord states that the Tenancy began on September 1, 2012 on a month to month Tenancy based upon a verbal agreement. The monthly rent was \$900.00 and payable on the 1st of each month. A security deposit of \$450.00 was paid.

The Landlord states that the Tenant was personally served with a 10 day notice to end tenancy issued for unpaid rent dated October 11, 2012. The notice states that the Tenant failed to pay rent of \$900.00 that was due on October 1, 2014. The notice also states an effective date of October 11, 2012. It was clarified with the Landlords that the rent was due on October 1, 2012 and that the year was a typographical error. The Landlord states that as of the date of the hearing, no rent has been paid for October or November.

The Landlord seeks an order of possession and a monetary order for \$1,800.00 (\$900.00 October rent and \$900.00 November rent).

I accept the Landlord's undisputed testimony and find that the Tenant was properly served with the 10 day notice to end tenancy for unpaid rent. The Tenant did not pay the rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. As the effective date of the notice is October 11, 2012 it is correctly as per the Act to October 21, 2012. Based upon the above facts, I find that the Landlord is entitled to an order of possession. The Tenant must be served with the 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 claim for \$1,800.00 in unpaid rent. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$450.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$1,400.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$1,400.00. 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: November 16, 2012.

Residential Tenancy Branch