



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

OPR, MNR, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

At the outset of the hearing the Landlord applied to amend the address of the rental unit. This Application for Dispute Resolution has been amended to reflect the correct address of the rental unit.

The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant at the rental unit via registered mail, on October 29, 2012. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

The Landlord stated that she submitted no evidence to the Residential Tenancy Branch nor did she serve any evidence to the Tenant in regards to this matter.

### Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession for unpaid rent; to a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 55, 67, and 72 of the *Residential Tenancy Act (Act)*?

### Background and Evidence

The Agent for the Landlord stated that this tenancy began approximately two years ago when the Tenant moved from the upper rental unit to the lower rental unit; that the Tenant is required to pay monthly rent of \$700.00 by the first day of each month; and that she is uncertain how much of a security deposit was paid towards this tenancy, but she believes it was \$250.00.

The Landlord stated that the Tenant did not pay any rent for September, October or November of 2012 until today, at which time he paid \$1,000.00.

The Landlord stated that on October 17, 2012 a Ten Day Notice to End Tenancy for Unpaid Rent, which had a declared effective date of October 31, 2012, was posted on the Tenant's door. She stated that the Notice to End Tenancy is still posted on the door.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that requires the Tenant to pay monthly rent of \$700.00 by the first day of each month and that the Tenant still owes \$1,100.00 in unpaid rent for the period ending November 30, 2012. As he is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$1,100.00 in outstanding rent to the Landlord.

If rent is not paid when it is due, a tenancy may be ended pursuant to section 46 of the *Act*. In the absence of evidence to the contrary, I find that a Notice to End Tenancy for Unpaid Rent was posted on the door of the rental unit on October 17, 2012.

As a copy of this Notice to End Tenancy has not been submitted to the Residential Tenancy Branch and has not been served to the Tenant as evidence for these proceedings, I dismiss the Landlord's application for an Order of Possession. As I have not had the opportunity to view the Notice to End Tenancy that is the subject of these proceedings, I find that I have insufficient evidence to conclude that the Notice is an effective Notice that complies with section 52 of the *Act*.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,150.00, which is comprised of \$1,100.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the \$250.00 security deposit the Landlord believes was paid for this tenancy, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$900.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: November 15, 2012.

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Residential Tenancy Branch