



# 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 September 7, 2012, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on October 19, 2012 and by registered mail sent on October 19, 2012, neither co-tenant appeared for the hearing.

### **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 September 7, 2012 with effective date of September 17, 2012, a copy of the resident ledger and a copy of the tenancy agreement. The landlord testified that the tenancy began on May 1, 2012, at which time the tenant paid a security deposit of \$475.00. The landlord testified that the tenant fell into arrears with the rent and was issued a Ten Day Notice to End Tenancy for Unpaid Rent on September 7, 2012. The landlord testified that the tenant did not pay the arrears owed and failed to pay rent for October and November 2012, accruing a deficit of \$4711.96, which is being claimed.

The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

### **Analysis**

Based on the testimony of the landlord, I find that the tenant was properly served with a Notice to End Tenancy for Unpaid Rent . 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 \$4,761.96 comprised of \$4,711.00 accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the tenant's security deposit of \$475.00 in partial satisfaction of the claim, leaving a balance due of \$4,286.96 still outstanding.

I hereby grant the Landlord an order under section 67 for \$4,286.96. This order must be served on the tenant 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.

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.

### **Conclusion**

The landlord's application is successful and the landlord is granted a monetary order for rental arrears and an Order of Possession.

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 22, 2012.

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Residential Tenancy Branch