



# Dispute Resolution Services

Page: 1

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 October 12, 2012, 2010, a monetary order for rental arrears owed and an order to retain the security deposit in satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on October 23, 2012, neither tenant appeared.

### **Issue(s) to be Decided**

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 October 12, 2012 with effective date of October 26, 2012, a copy of the resident ledger and a copy of the tenancy agreement. The landlord testified that the tenancy began on November 1, 2010, at which time the tenant paid a security deposit of \$445.00. The landlord testified that the tenant failed to pay \$445.00 of the rent for October 2012 and has, since that time, made payments for "use and occupancy only". This was verified in a letter from the landlord to the tenant placed in evidence. The landlord testified that the tenant currently owes rental arrears amounting to \$263.00 which is being claimed. The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

### **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 posting it on the door. The tenant has not paid all of the outstanding rent 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 \$313.00 comprised of \$263.00 in accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain \$313.00 from the tenant's security deposit of \$445.00 in satisfaction of the claim, leaving a balance still held in trust for the tenant for \$132.00.

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 may be filed in the Supreme Court and enforced as an order of that Court.

### **Conclusion**

The landlord is successful and is awarded monetary compensation for the rent owed 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 27, 2012.

---

Residential Tenancy Branch