

## **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 or utilities, 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. The Landlord's Agent states that the Tenant was personally served by her on December 4, 2012 at the rental. I accept the undisputed testimony of the Landlord and find that the Tenant was properly served in person.

### **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**

This Tenancy began on February 1, 2010 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. A \$78.00 security deposit was paid. The Landlord states that although the signed tenancy agreement states that the Tenant pay a monthly rent of \$156.00 this is based upon a subsidized housing rate that the Tenant no longer qualifies for. The Landlord stated in her direct testimony that the current economic rent is \$1,200.00 for which the Tenant is in arrears.

The Landlord states that the Tenant was served with a 10 day notice to end tenancy issued on November 14, 2012 in person. It states that rent of \$3,600.00 was outstanding and was due on November 1, 2012. The Landlord clarifies that this is for 3 months of rent arrears at \$1,200.00 per month. The notice shows an effective end of tenancy date of December 3, 2012. The Landlord has submitted a proof of service document which states that the notice was posted on the rental unit door on November 14, 2012.

I accept the undisputed testimony of the Landlord and find that the Tenant was properly served with the 10 day notice to end tenancy issued for unpaid rent on November 14, 2012 and served in person on the same date. The Landlord states that the Tenant has not paid the outstanding rent or filed for dispute resolution to dispute the notice within the allowed timeframe. On this basis, I find that the Tenant has conclusively accepted that the Tenancy is at an end. The Landlord is granted 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 claim, I find that the Landlord has established a claim for \$3,600.00 in unpaid rent. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$78.00 security deposit in partial satisfaction of the claim and I grant an order under section 67 to the Landlord for the balance due of \$3,572.00. 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 \$3,572.00. 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: January 09, 2013.

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Residential Tenancy Branch

