



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: OPR, MNR, FF

### Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / and recovery of the filing fee. The landlord attended the hearing and gave affirmed testimony. Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the tenants did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered."

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from August 1, 2012 to July 31, 2013. Monthly rent of \$1,125.00 is due and payable in advance on the first day of each month, and a security deposit of \$562.50 was collected.

Arising from rent which remained unpaid when due on December 1, 2012, the landlord issued a 10 day notice to end tenancy for unpaid rent dated December 2, 2012. A copy of the notice was submitted in evidence. The notice was served by way of delivery to the tenants' mail box on December 2, 2012. Subsequently, the tenants have made no further payment toward rent and they continue to reside in the unit.

### Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated December 2, 2012. The tenants did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The

tenants are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord has established entitlement to an order of possession.

As for the monetary order, I find that the landlord has established entitlement to a claim of \$2,350.00, which is comprised as follows:

- \$1,125.00: *unpaid rent for December*
  - \$25.00: *fee assessed for late payment of rent (as per the tenancy agreement)*
- \$1,125.00: *unpaid rent for January*
  - \$25.00: *fee assessed for late payment of rent*
  - \$50.00: *filing fee*

I order that the landlord retain the security deposit of \$562.50, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,787.50 (\$2,350.00 - \$562.50).

### Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenants. This order must be served on the tenants. Should the tenants 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,787.50**. Should it be necessary, this order may be served on the tenants, filed in the 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: January 17, 2013