



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MNR, OPR, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Ten Day Notice to End Tenancy for Unpaid Rent dated November 3, 2012, a monetary order for rental arrears owed and further damages 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 sent on November 30, 2012 by registered mail, as confirmed by the Canada Post Tracking number, the tenant did not appear.

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 and damages?

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated November 3, 2012 with effective date of Nov13, 2012, a copy of the tenancy agreement, proof of service and copies of invoices for repairs to the unit. The landlord testified that the tenancy began on May 1, 2012, at which time the tenant paid a security deposit of \$440.00. The landlord testified that the tenant failed to pay \$880.00 rent for November 2012 and has not paid any rent since. The landlord testified that the tenant also caused a fire in the rental unit and the landlord incurred expenses for the repairs.

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

The landlord testified that they are only seeking to retain the tenant's security deposit for the outstanding rent, but may later pursue a claim for further compensation for rental arrears and the costs of the damage once this tenancy ends.

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 is entitled to retain the tenant's \$440.00 security deposit towards accrued rental arrears as requested. The remainder of the landlord's application for rental arrears and damages is dismissed with leave to reapply.

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: January 08, 2013.

Residential Tenancy Branch

