



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Park Royal Ventures
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, 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 / retention of the security deposit / and recovery of the filing fee.

The landlord's agent 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 tenant did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail.

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 tenancy began on April 1, 2010. Monthly rent at the start of tenancy was \$1,100.00, and a security deposit of \$550.00 was collected. Monthly rent is presently \$1,228.00, and rent is due and payable in advance on the first day of each month.

Arising from rent which remained overdue in the amount of \$2,009.00 on January 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated January 11, 2013 [\$781.00 for December 2012 + \$1,228.00 for January 2013]. The notice was served by way of posting on the tenant's door on that same date. A copy of the notice was submitted in evidence. Subsequently, the tenant made a payment of \$1,600.00 on February 1, 2013, and a payment of \$450.00 on February 19, 2013 [total payment: \$2,050.00]. No further payment toward rent has presently been received, and with respect to the aforementioned payments the landlord issued a receipt to the tenant with a notation to the effect of "for use and occupancy only."

During the hearing the landlord's agent testified that the landlord seeks an order of possession, and that the parties have discussed the possibility of having the tenancy end on March 31, 2013. In view of this possibility, the landlord withdrew the aspect of the current application concerning retention of the security deposit, preferring instead to attempt to resolve its disposition with the tenant at such time as the tenancy does end.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated January 11, 2013. The tenant did not pay the full amount of outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. The tenant 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. 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 a claim of **\$1,237.00**, which is calculated as follows:

\$781.00: *unpaid rent for December 2012*
\$1,228.00: *unpaid rent for January 2013*
\$1,228.00: *unpaid rent for February 2013*
\$50.00: *filing fee*

Sub-total: \$3,287.00

MINUS: \$2,050.00 (tenant's payments of \$1,600.00 + \$450.00)

Total: \$1,237.00 (\$3,287.00 - \$2,050.00)

Following from the above, I grant the landlord a **monetary order** under section 67 of the Act in the amount of **\$1,237.00**.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective **two (2) days** after service on the tenant. This order must be served on the tenant. 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,237.00**. Should it be necessary, this order may be served on the tenant, 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: February 21, 2013

Residential Tenancy Branch

