



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC, MNR, MNSD, FF

Introduction

This hearing concerns 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 agents attended 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, 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 was from March 1, 2010 to February 28, 2011. Thereafter, tenancy has continued on a month-to-month basis. Rent is due and payable in advance on the 31st day of each month. Currently, the monthly rent is \$959.00. A security deposit of \$450.00 was collected, and a move-in condition inspection report was completed.

The landlord issued a 1 month notice to end tenancy for cause dated November 20, 2012, which was served by way of posting on the tenant's door. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is December 31, 2012, and there are several reasons identified on the notice in support of its issuance. The tenant did not dispute the notice, however, she continues to retain possession of the unit.

Rent was paid for January 2013, with a receipt issued “for use and occupancy only.” No rent has been paid for February or March 2013.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord’s agents, I find that the tenant was served with a 1 month notice to end tenancy for cause dated November 20, 2012. As the tenant did not dispute the notice, the tenant is conclusively presumed under section 47(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 **\$1,968.00**:

\$959.00: *unpaid rent for February*; \$959.00: *unpaid rent for March*; \$50.00: *filing fee*

I order that the landlord retain the security deposit of **\$450.00**, and I grant the landlord a **monetary order** for the balance owed of **\$1,518.00** (\$1,968.00 - \$450.00).

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **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 **\$1,518.00**. 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: March 13, 2013

Residential Tenancy Branch

