



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MNR, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated January 28, 2013, and a monetary order for rental arrears owed.

The applicant was present and participated in the hearing. Despite being served with the Notice of Hearing documents by registered mail sent on February 7, 2013, the respondent did not appear and the hearing was therefore conducted in the respondent's absence.

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?

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated January 28, 2013 with effective date of February 10, 2013.

The landlord testified that the tenancy began approximately 2 years ago, at which time the tenant paid a security deposit of \$325.00. The monthly rent is \$650.00.

The landlord testified that the tenant failed to pay \$325.00 of the rent owed for each month of September 2012, October 2012, November 2012 and December 2012, accruing a debt of \$1,300.00. The landlord testified that the tenant did not pay \$650.00 owed for January 2013 and a 10-Day Notice to End Tenancy for Unpaid Rent was issued and served by posting it on the door. The landlord testified that the tenant did not vacate the rental unit and then failed to pay rent of \$650.00 due on February 1, 2013

and \$650.00 due on March 1, 2013. The landlord testified that the tenant's rental arrears now total \$3,250.00. The landlord is seeking an Order of Possession and a monetary order for rent owed.

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 has established a total monetary claim of \$3,300.00 comprised of \$3,250.00 in accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the tenant's \$325.00 security deposit in partial satisfaction of the claim, leaving a balance of \$2,980.00 still outstanding.

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.

I hereby grant the landlord a monetary order for \$2,980.00. This order must be served on the tenant and, if necessary, may be filed in Small Claims 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: March 04, 2013

Residential Tenancy Branch

