



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CENTURY 21 PRUDENTIAL ESTATES (RMD) LTD.  
and [tenant name suppressed to protect privacy]

## **Decision**

### **Dispute Codes:**

MNR, OPR, MNSD, 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, DATE, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on February 14, 2013, and confirmed by the Canada Post tracking number, the tenants 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?

### **Background and Evidence**

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated January 31, 2013 with effective date of February 10, 2013 and a copy of the resident ledger..

The landlord testified that the tenancy began approximately 3 years ago, at which time the tenant paid a security deposit of \$637.50. The landlord testified that the tenant fell into arrears and several 10-Day Notice to End Tenancy for Unpaid Rent were then served on the tenant by registered mail. The landlord testified that failed to pay \$360.00 rent for the month of July 2012, \$1,350.00 for November 2012, \$250.00 for December 2012, \$350.00 for January 2013, \$1,350.00 for February 2013 and \$350.00 for March 2013, amounting to accrued arrears totaling \$4,010.00, which is being claimed. The

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

### **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 registered mail. The tenant has not paid the arrears 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 \$4,060.00 comprised of \$4,010.00 accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$637.50 in partial satisfaction of the claim leaving a balance due of \$3,472.50.

I hereby grant the Landlord an order under section 67 for \$3,472.50. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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 is final and binding. If necessary it may be filed in the Supreme Court and enforced as an order of that Court.

### **Conclusion**

The landlord's application is successful and the landlord is granted a monetary order for rental arrears 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 11, 2013

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Residential Tenancy Branch