



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent or utilities / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord's agent attended and gave affirmed testimony.

The landlord's agent testified that the application for dispute resolution and notice of hearing (the "hearing package") was served in-person on March 14, 2013. Despite this, the tenant did not appear.

### 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

There is no written tenancy agreement in evidence for this tenancy which began in November 2010. Monthly rent is due and payable in advance on the first day of each month. Effective March 1, 2013, rent was \$649.00. Immediately prior to that, rent was \$625.00. A security deposit of \$300.00 was collected at the start of tenancy.

The most recent of several 10 day notices that have been issued is dated March 2, 2013. This notice was served by way of posting on the tenant's door on March 2, 2013. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is March 12, 2013. Subsequently, one rent payment was made in the amount of \$375.00, and the tenant continues to reside in the unit.

### Analysis

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 or utilities dated March 2, 2013. The tenant did not pay the full amount outstanding 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 **\$864.80**:

**RENT**

\$29.00: *unpaid rent for March*  
\$649.00: *unpaid rent for April*

**UTILITIES**

\$46.36: *unpaid hydro for September / October 2012*  
\$47.29: *unpaid hydro for November / December 2012*  
\$43.15: *unpaid hydro for January / February 2013*

\$50.00: *filing fee*

I order that the landlord retain the security deposit of **\$300.00**, and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$564.80** (\$864.80 - \$300.00).

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 **\$564.80**. 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: April 09, 2013

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Residential Tenancy Branch

