



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MOY INVESTMENTS
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 seeking an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent dated February 28, 2013, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

The applicant was present and participated in the hearing. Despite being served with the Notice of Hearing documents by registered mail sent on March 6, 2013, as verified by the Canada Post receipt and tracking number, the respondent did not appear. 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 tenancy began on August 1, 2012 with rent of \$800.00 per month. A security deposit of \$400.00 and pet damage deposit of \$200.00 were paid.

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated February 27, 2013 with effective date of March 9, 2013 and a copy of the tenancy agreement. No copy of the resident ledger was submitted, but the landlord testified that the tenant had fallen into arrears and failed to pay \$400.00 rent for January and \$800.00 owed for each month of February, March and April 2013 which is being claimed. The total monetary claim is for \$2,800.00 plus the \$50.00 cost of filing the application. 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 in person. 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 \$2,850.00 comprised of \$2,800.00 accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security and pet-damage deposits of \$600.00 in partial satisfaction of the claim leaving a balance due of \$2,250.00.

I hereby grant the landlord an order, under section 67 of the Act, for \$2,250.00. 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: April 03, 2013

Residential Tenancy Branch