



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 March 5, 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 in person in front of a witness on March 12, 2013, the respondent did not appear and the hearing was therefore conducted in the respondent's absence.

In making this decision, I have considered the relevant evidence and testimony provided that was properly served.

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 March 5, 2013 with effective date of March 15, 2013, a copy of a returned cheque, written proof of service and a copy of the tenancy agreement.

The landlord testified that the tenancy began on November 9, 2012, at which time the tenant paid a security deposit of \$100.00. The landlord testified that the tenant had fallen into arrears and was served in person with the 10-Day Notice to End Tenancy for Unpaid Rent on March 5, 2013, as verified in a written statement from a witness. The landlord testified that the tenant failed to pay all of the monthly rent of \$1,485.00 rent

over several months, gradually accruing a total debt of \$5,725.00, which is now being claimed. The landlord testified that the tenant did not dispute the 10-Day Notice to End Tenancy for Unpaid Rent, but has not vacated the rental unit. 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 \$5,775.00 comprised of \$5,725.00 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 \$100.00 in partial satisfaction of the claim leaving a balance due of \$5,675.00.

I hereby grant the landlord an order, under section 67 of the Act, for \$5,675.00. 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 09, 2013

Residential Tenancy Branch