



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARK ROYAL VENTURES
and [tenant name suppressed to protect privacy]

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 May 12, 2013 and a monetary order for rent owed.

The applicant was present and participated in the hearing. Despite being served with the Notice of Hearing documents by registered mail sent on June 27, 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 May 12, 2013 with effective date of May 24, 2013, a copy of the resident ledger and a copy of the tenancy agreement.

The landlord testified that the tenancy began on June 1, 2011, at which time the tenant paid a security deposit of \$715.00. The landlord testified that the tenant failed to pay \$16.00 rent for April and \$1,491.00 rent for May 2013 and was served with the 10-Day Notice to End Tenancy for Unpaid Rent by posting it on the tenant's door on May 13, 2013. The landlord testified that the tenant did not pay the arrears and did not dispute the Notice within 5 days. The landlord testified that the tenant failed to pay \$1,521.00 rent for June 2013 and \$1,521.00 rent for July 2013, accruing total arrears of \$4,549.00, 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 posting it on the door. 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 \$4,599.00 comprised of \$4,549.00 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 \$715.00 in partial satisfaction of the claim, leaving a balance due of \$3,849.00.

I hereby grant the Landlord an order under section 67 for \$3,849.00. 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 was successful and the landlord was 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: July 25, 2013

Residential Tenancy Branch