



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend or submit any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing package and submitted documentary evidence by Canada Post Registered Mail on June 7, 2013 and has provided in his direct testimony the Customer Receipt Tracking number as confirmation. I accept the undisputed testimony of the Landlord and find that the Tenant has been properly served with the notice of hearing package and submitted documentary evidence.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

The Landlord stated in his direct testimony that there was no signed tenancy agreement, but that the tenancy was on a month to month basis where the monthly rent was \$950.00 and that a \$475.00 security deposit was paid.

The Landlord states that the Tenant was served with a 10 day notice to end tenancy issued for unpaid rent dated May 17, 2013 by posting it to the rental unit door on May 18, 2013. The notice states that \$1,225.00 was due on May 1, 2013 which the Tenant has failed to pay. The notice shows an effective date of May 17, 2013. The Landlord further states that since this notice was served no rent payments have been made and the Tenant still currently occupies the rental unit.

The Landlord seeks an order of possession and a monetary order for \$2,150.00 for unpaid rent. During the hearing, the Landlord clarified that there was a mathematical error on the 10 day notice and states that it should have been \$1,150.00 on the notice instead of \$1,225.00 and that his total monetary claim should be amended and lowered to \$2,100.00. This consists of \$200.00 for April rent arrears, \$950.00 for unpaid May rent and \$950.00 unpaid June rent.

Analysis

I find that the Tenant has been properly served with the 10 day notice to end tenancy for unpaid rent dated May 17, 2013. The Tenant has failed to pay the rent owed and has not filed an application for dispute resolution to dispute the notice. The Tenant is conclusively presumed to have accepted that the tenancy has ended.

I accept the undisputed testimony of the Landlord and find that the Landlord has established a claim for an order of possession and a monetary order for \$2,100.00 for unpaid rent. The Landlord is granted an order of possession. The order must be served upon 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.

As for the monetary claim, the Landlord has established a monetary claim of \$2,100.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$475.00 security deposit in partial satisfaction of the claim and grant a monetary order under section 67 of the Act for the balance due of \$1,675.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$1,675.00. The Landlord may retain the security deposit.

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 05, 2013

Residential Tenancy Branch

