



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Royal Towers Apartments Corp.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPR; MNR; MNSD

### **Introduction**

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent; and to retain the security deposit in partial satisfaction of its monetary claim.

The Landlord's agent TH gave affirmed testimony at the Hearing.

TH testified that she served the Tenant with the Notice of Hearing documents by handing the documents to the Tenant on June 28, 2013. She stated that she served the Tenant with the Landlord's documentary evidence by handing the documents to the Tenant on July 26, 2013.

Based on TH's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference.

The Tenant provided a letter to the Residential Tenancy Branch on July 30, 2013, stating that he was not disputing the Landlord's application but that he was requesting an adjournment "for a minimum of 10 – 14 days". TL stated that she was also provided with a copy of the Tenant's letter on July 30. She stated that the Landlord does not consent to an adjournment of this matter.

Rule 6 of the Residential Tenancy Branch Rules of Procedure provides the required steps to be taken when a party is requesting an adjournment. In this case, the Tenant did not comply with Rule 6. The Landlord does not consent to an adjournment. The Tenant wrote that he is not contesting the Landlord's application. This is an Application for an Order of Possession, and I find that it would be prejudicial to the Landlord to adjourn this matter. For these reasons, I dismiss the Tenant's written application for an adjournment.

### **Issues to be Decided**

- Is the Landlord entitled to an Order of Possession?

- Is the Landlord entitled to a monetary award for unpaid rent for the months of May and June, 2013?

### **Background and Evidence**

The Landlord's agent gave the following testimony and evidence:

This tenancy began in August of 2011. Monthly rent is \$850.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$450.00 on August 2, 2011.

The Tenant did not paid rent for May or June, 2013. On June 10, 2013, TH served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent, by posting the Notice on the Tenant's door at the rental unit. A copy of the Notice was provided in evidence.

The Landlord's agent testified that the Tenant has not paid any of the outstanding rent arrears.

The Tenant has not filed an Application to cancel the Notice to End Tenancy.

### **Analysis**

I accept that the Landlord served the Tenant with the Notice to End Tenancy by posting the Notice on the Tenant's door on June 10, 2013. Pursuant to the provisions of Section 90 of the Act, service in this manner is deemed to be effected three days after posting the documents. The Tenant did not pay the arrears, or file for dispute resolution, within 5 days of receiving the documents. Therefore, pursuant to Section 46(5) of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. The Tenant is overholding and I find that the Landlord is entitled to an Order of Possession effective 2 days after service of the Order upon the Tenant. I also find that the Landlord is entitled to a monetary award in the amount of \$1,700.00.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary award. No interest has accrued on the security deposit.

The Landlord has established a monetary award, calculated as follows:

Unpaid rent	\$1,700.00
Less security deposit	- \$425.00
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$1,275.00</b>

### **Conclusion**

I hereby provide the Landlord with an Order of Possession **effective 2 days after service of the Order upon the Tenant**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby provide the Landlord with a Monetary Order in the amount of **\$1,275.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: August 01, 2013

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Residential Tenancy Branch