



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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, a monetary order for rental arrears and an order to retain the tenant's security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by delivering it in person on July 11, 2013, the tenant did not appear.

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 2, 2013 with effective date of May 12, 2013. The landlord testified that the tenancy began on September 15, 2012, at which time the tenant paid a security deposit of \$225.00 and the current rent is \$550.00 per month. The landlord testified that the tenant failed to pay \$550.00 rent owed in May 2013 and the landlord served the 10-Day Notice to End Tenancy for Unpaid Rent. According to the landlord, the tenant did not dispute the Notice and they believed that the tenant had vacated the unit. However, they found that the tenant and others were still occupying the rental unit.

The landlord testified that the tenants also failed to pay \$550.00 rent owed for June, 2013, \$550.00 rent owed for July 2013 and \$550.00 rent owed for August, 2013. The Landlord is claiming \$2,200.00 compensation for rental arrears plus the \$50.00 cost of 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 \$2,250.00, comprised of \$2,200.00 accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the tenant's security deposit of \$225.00 in partial satisfaction of the claim leaving a balance due of \$2,025.00.

I hereby grant the Landlord an order under section 67 for \$2,025.00. 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 immediately 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: August 13, 2013

Residential Tenancy Branch