



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 for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated DATE, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Despite being served in person on September 11, 2013, the respondent 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 August 15, 2013 and copies of communications between the parties.

The landlord testified that the tenancy began in October 2009, at which time the tenant paid a security deposit of \$550.00. The monthly rental rate is \$1,100.00.

The landlord testified that the tenant fell into arrears for \$3,750.00 accrued over time and on August 15, 2013 a 10-Day Notice to End Tenancy for Unpaid Rent was served on the tenant by posting it on the tenant's door.

The landlord testified that the tenant made some partial payments. But by September 9, 2013 the tenant still owed \$3,800.00. The landlord testified that on October 5, 2013, the tenant paid \$1,300.00, which included \$1,100.00 for October rent, plus \$200.00 towards the existing arrears, leaving \$3,600.00 debt still outstanding.

The landlord is claiming compensation of \$3,600.00.

The landlord testified that the tenant did not file to dispute the 10-Day Notice to End Tenancy for Unpaid Rent, but has not vacated the unit and the landlord is therefore requesting 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 \$3,650.00 comprised of \$3,600.00 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 \$550.00 in partial satisfaction of the claim leaving a balance due of \$3,100.00.

I hereby grant the Landlord an order under section 67 for \$3,100.00. 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: October 22, 2013

