



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord's agent attended and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing by way of registered mail, neither tenant appeared. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that both items were "successfully delivered."

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on September 1, 2013. Monthly rent of \$750.00 is due and payable in advance on the first day of each month, and a security deposit of \$375.00 was collected.

Arising from rent which remained unpaid when due on October 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated October 3, 2013. The notice was served by way of posting on the unit door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenants must vacate the unit is October 17, 2013. Subsequently, the tenants have made installment payments toward rent and they continue to reside in the unit.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated October 3, 2013. Thereafter, while the tenants have made installment payments toward rent, the landlord's agent testified that the tenants did not pay the full amount of rent outstanding within 5 days of receiving the notice. Neither did the tenants apply to dispute the notice. The tenants are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord has established entitlement to an **order of possession**.

As for compensation, I find that the landlord has established a claim of **\$825.00**:

\$750.00: *unpaid December rent*; **\$25.00**: *fee for late payment of rent*; **\$50.00**: *filing fee*

I order that the landlord retain the security deposit of **\$375.00**, and I grant the landlord a **monetary order** for the balance owed of **\$450.00** (\$825.00 - \$375.00).

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenants. This order must be served on the tenants. Should the tenants 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$450.00**. This order may be served on the tenants, filed in the Small Claims Court 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: December 04, 2013

Residential Tenancy Branch

