



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent. The landlord participated in the conference call and gave affirmed evidence. The tenant did not participate.

The landlord gave evidence that she served the tenant with a Notice of Dispute Resolution hearing and the Landlord's Application for Dispute Resolution by registered mail on December 17, 2013.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties entered into a tenancy agreement on October 3, 2013. The landlord gave evidence that the tenant was obligated to pay \$700.00 in rent in advance on the first day of the month. The tenant also paid a \$350.00 security deposit at the start of the tenancy.

The landlord served a 10 Day Notice to End Tenancy (the "Notice") on the tenant by posting it on his door on November 20, 2013. The Notice specified that the tenant had failed to pay \$700.00 rent that was due on November 3, 2013. The Notice specified a move-out date of December 1, 2013. Section 90 of the Act provides that because the Notice was served by posting it on the tenant's door, the tenant is deemed to have received the Notice three days later on November 23, 2013.

The landlord gave evidence that the tenant did not pay any rent after being served with the Notice and the tenant continued to occupy the rental unit at the time of the hearing.

Analysis

I find that the tenant received the Notice on November 23, 2013. The tenant did not apply to dispute the Notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. I grant the landlord an order of possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

I accept the landlord's undisputed evidence and I find the tenant did not pay \$700.00 rent for the month of November 2013. I find that since December 1, 2013 the tenant is an overholding tenant within the meaning of Section 57. The landlord is therefore entitled to compensation for the month of December 2013, which I set at \$700.00, and compensation for part of the month of January 2014, which I set at \$350.00. The landlord's application for compensation for the balance of January 2014 is dismissed with leave to reapply.

The total amount due the landlord is \$1,750.00. The landlord is entitled to retain the security deposit of \$350.00 in partial satisfaction of the claim. I therefore grant the landlord an order under Section 67 for the balance due of \$1,400.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession and a monetary order of \$1,400.00. The landlord is also entitled to 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: January 16, 2014

Residential Tenancy Branch