



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RA-AN Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend or submit any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing package and submitted documentary evidence by Canada Post Registered Mail on February 4, 2014 and has provided a copy of the Customer Receipt Tracking number as confirmation. The Landlord states that the Registered Mail package was returned by Canada Post and unclaimed. I find based upon the undisputed evidence of the Landlord that the Tenant has been properly served with the notice of hearing package and the submitted documentary evidence.

The Landlord states that late evidence was submitted the day before the hearing that she wishes to have considered for the application. The Landlord was advised that this was improper as the Tenant was not served with the late evidence package. In any event the Landlord stated that this was no relevant to the application filed and need not be referred to. As such, no further action is required regarding the late evidence package.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

The Landlord stated in her direct testimony that the monthly rent is \$450.00 payable on the last day of each month and that a \$225.00 security deposit was paid.

The Landlord states that a 10 day notice to end tenancy issued for unpaid rent dated December 17, 2013 was served upon the Tenant by leaving it under the rental unit door (room) on the same date. The notice states an effective end of tenancy date of December 27, 2013. The notice also states that the tenant failed to pay all of the monthly rent and is in arrears for \$75.00. The Landlord confirmed that the Tenant has failed to pay the outstanding rent of \$75.00 and has not filed an application for dispute resolution to dispute the notice.

The Landlord seeks an order of possession to end the tenancy and a monetary order for the rent arrears of \$75.00.

Analysis

I accept the undisputed evidence of the Landlord and find that the Tenant was properly served with the 10 day notice to end tenancy issued for unpaid rent dated December 17, 2013. The Tenant failed to pay the outstanding rent owed within the allowed timeframe and has not filed an application for dispute resolution to dispute the notice. The Tenant is conclusively presumed to have accepted that the tenancy is at an end. The Landlord is granted an order of possession. The Tenant must be served with the order of possession. Should the Tenant 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.

As for the monetary claim, based upon the 10 day notice to end tenancy issued for unpaid rent and the direct testimony of the Landlord a claim has been established for unpaid rent of \$75.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord may retain \$125.00 from the currently held security deposit of \$225.00 in satisfaction of the claim.

Conclusion

The Landlord is granted an order of possession.

The Landlord may retain \$125.00 from 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: March 20, 2014

Residential Tenancy Branch

