



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

**Dispute Codes:** MNR, OPR, MNSD, MNDC, 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 and a monetary order for rental arrears.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on March 12, 2014, 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?

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 March 3, 2014, with effective date of March 14, 2014, a copy of the tenancy agreement and proof of service. The tenant submitted an evidence package too, but did not appear at the hearing to present their evidence.

The landlord testified that the tenancy began November 2009, at which time the tenant paid a security deposit of \$250.00 and the current rent is \$500.00 per month. The landlord testified that the tenant fell into arrears in November 2013 for \$300.00 and then failed to pay \$500.00 rent owed each month thereafter including December 2013, January, 2014, February 2014, March, 2014 accruing arrears of \$2,300.00.

The landlord stated that, after the 10-Day Notice was served, the tenant did not pay the arrears and also failed to pay another \$500.00 for rent for May 2014, making the arrears, \$2,800.00, which is being claimed by the landlord.

The landlord testified that the tenant has not vacated the unit and the landlord has also requested an Order of Possession.

The landlord is also claiming compensation for cleaning and repairs.

### **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 \$2,850.00, comprised of \$2,800.00 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 \$250.00 in partial satisfaction of the claim leaving a balance due of \$2,600.00.

I hereby grant the Landlord an order under section 67 for \$2,600.00. 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 to 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.

I find that the landlord's claim for cleaning and repairs is premature as the tenancy is not yet terminated. This portion of the application is dismissed with leave to reapply.

### **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: April 30, 2014

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Residential Tenancy Branch

