



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Westsea Construction Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, FF

Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / and recovery of the filing fee. The landlord's agents attended and gave affirmed testimony. The landlord's agents testified that the application for dispute resolution and notice of hearing was personally served on the tenant on April 29, 2014. Despite this, the tenant did not appear.

Issue(s) to be Decided

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

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from March 01, 2014 to August 31, 2014. Monthly rent of \$890.00 is due and payable in advance on the first day of each month, and a security deposit of \$445.00 was collected.

Arising from rent of \$890.00 which was unpaid when due on April 01, 2014, the landlord issued a 10 day notice to end tenancy for unpaid rent dated April 04, 2014. The notice was served by way of posting on the unit door on that same date. The date shown on the notice by when the tenant must vacate the unit is April 14, 2014. Subsequently, the tenant made no further payment toward rent and she continues to reside in the unit.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agents, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated April 04, 2014. The tenant neither paid the outstanding rent within 5 days of receiving the notice, nor applied to dispute it. The tenant 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. 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 **\$2,720.00**:

\$2,670.00: (3 x \$890.00) *unpaid rent for April, May & June 2014* + **\$50.00**: *filing fee*

Section 72 of the Act addresses **Director's orders: fees and monetary orders**, in part:

72(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

I order that the landlord retain the security deposit of **\$445.00**, and I grant the landlord a **monetary order** for the balance owed of **\$2,275.00** (\$2,720.00 - \$445.00).

Conclusion

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

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$2,275.00**. This order may be served on the tenant, 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: June 17, 2014

Residential Tenancy Branch

