



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0720426 B.C. LTD.
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes:

MND, MNR, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent dated May 12, 2014. The landlord is also seeking a monetary order for rental arrears..

The applicant was present and participated in the hearing. Despite being served in person with the Notice of Hearing documents, the respondent did not appear and the hearing was therefore conducted in the respondent's absence.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent?

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 May 12, 2014, with effective date of May 22, 2014, proof of service and a copy of the tenancy agreement.

The tenancy began in March 2014, at which time the tenant paid a security deposit of \$295.00. The landlord testified that the tenant fell into arrears for rent by failing to pay \$590.00 due on May 1, 2014 and a 10-Day Notice to End Tenancy for Unpaid Rent was served on the tenant. The landlord testified that the tenant paid the \$590.00 in June, but this was beyond the 5-day deadline under the Act to cancel the Notice. The landlord testified that the tenant did not dispute the Notice and did not vacate the unit.

The landlord requests an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that then failed to pay rent owed for June 2014 and for July 2014 accruing a debt of \$1,180.00, which is being claimed.

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 on May 12, 2014. I find that the tenant did not pay all of the outstanding rent within the required 5 days, 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 \$1,230.00 comprised of \$1,180.00 in accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the tenant's \$295.00 security deposit in partial satisfaction of the claim, leaving a balance still outstanding in favour of the landlord of \$935.00.

I hereby issue a monetary Order in favour of the landlord in the amount of \$935.00. This order must be served on the tenant and may be enforced through Small Claims Court if necessary.

I hereby issue an Order of Possession in favour of the landlord effective 2 days afterservice. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The landlord is successful and is awarded monetary compensation for the rent owed 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: July 15, 2014

Residential Tenancy Branch

