



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit and a cross-application for an order setting aside the notice to end the tenancy. Despite having been served with the application for dispute resolution and notice of hearing by posting the documents to the door of the rental unit on September 23, the tenant did not participate in the conference call hearing.

As the tenant did not participate in the hearing to advance her claim, the claim is dismissed without leave to reapply.

### Issues 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 landlord's undisputed evidence is as follows. The tenancy began several months ago at which time the tenant paid a \$450.00 security deposit. Rent was set at \$900.00 per month, payable in advance on the first day of each month.

In September 2014, the tenant failed to pay her rent and on September 4, the landlord served on the tenant a 10 day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice to the door of the rental unit. The tenant did not vacate the unit and did not pay the rental arrears within 5 days of receiving the Notice. She further did not pay rent for October.

Within several weeks of the hearing, the landlord received from the tenant a total of \$1,400.00 toward rental arrears. The landlord accepted the money but told the tenant that he would continue with the conference call hearing.

The landlord seeks an order of possession and a monetary order for unpaid rent and loss of income.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenant was in arrears when she received the Notice on September 7, three days after it was posted on her door. The tenant did not dispute the Notice or pay the arrears within 5 days of receipt 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 in the Supreme Court for enforcement.

Usually, posting an application for dispute resolution requesting a monetary order to the door is not sufficient service for a monetary order. However, since the landlord has discussed the hearing with the tenant, I am satisfied that she has knowledge of the hearing.

I find that the tenant although the tenant satisfied some of the rental arrears, she did not pay everything that was owing. I find that the landlord did not reinstate the tenancy as he made it clear to the tenant that he intended to proceed with the eviction process. I find that the landlord is entitled to recover the \$400.00 which remains outstanding as well as the \$50.00 filing fee paid to bring this application.

I award the landlord a total of \$450.00 and I order the landlord to retain the \$450.00 security deposit in full satisfaction of the claim.

### Conclusion

The landlord is granted an order of possession. The landlord will retain the security deposit. The tenant's claim is dismissed without leave to reapply.

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: October 29, 2014

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Residential Tenancy Branch

