



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MNR, MNSD, FF

Introduction

This is an application filed by the landlord for an order of possession for unpaid rent and for cause. The landlord also seeks a monetary order for unpaid rent, to keep all 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 sent the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on October 5, 2014 and has provided in his direct testimony the Customer Receipt Tracking number. The landlord clarified that the package was returned by Canada Post as "refused". I accept the undisputed testimony of the landlord and find that the tenant has been properly served with the notice of hearing package and the submitted documentary evidence.

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 that there is no signed tenancy agreement, but that a verbal one existed where the tenant's rent was \$1,250.00 per month and that the tenant paid ½ of the monthly rent as a security deposit.

The landlord states that the tenant was served on September 8, 2014 with a 10 day notice to end tenancy issued for unpaid rent and a 1 month notice to end tenancy issued for cause dated both on the same date of September 8, 2014.

The 10 day notice dated September 8, 2014 states that the tenant failed to pay rent of \$1,250.00 in rent that was due on September 8, 2014 with a note of \$120.00 owed from a previous month. The notice displays an effective end of tenancy date of September 30, 2014.

The 1 month notice to end tenancy issued for cause dated September 8, 2014 shows an effective end of tenancy date of September 30, 2014 with 1 reason for cause selected as: Tenant is repeatedly late paying rent.

The landlord has made an application for an order of possession and a monetary order for \$3,870.00, which consists of rent owed of \$120.00 for August 2014, rent owed of \$1,250.00 for September 2014, rent owed of \$1,250.00 for October 2014 and rent of \$1,250.00 owed for November 2014.

Analysis

I accept the undisputed evidence of the landlord and find that the tenant has been properly served with the 10 day notice to end tenancy issued for unpaid rent dated September 8, 2014 in person as well as by posting it to the rental unit door. The tenant is deemed to have been served on September 11, 2014. The landlord stated that the tenant since being served with the notice as not vacated and still has not paid any rent. I find that the tenant is deemed to have accepted that the tenancy was at an end by failing to pay the amount owed within the allowed time frame. 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, I find based upon the undisputed testimony of the landlord that the tenant failed to pay rent as indicated on the 10 day notice to end tenancy and that the tenant has failed to pay any rent since being served with the notice. I grant the landlord's request for a monetary claim of \$3,870.00. The landlord is also entitled to recovery of the \$50.00 filing fee. Based upon the landlord's testimony, I order that the landlord may retain the security deposit of \$625.00 in partial satisfaction of the claim and I grant a monetary order for the balance due of \$3,295.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$3,295.00.
The landlord may retain 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: November 18, 2014

Residential Tenancy Branch

