



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order authorizing her to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing via registered mail sent on December 8, the tenant did not participate in the conference call hearing.

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 October 6, 2014 at which time the tenant paid a \$250.00 security deposit. Rent was set at \$500.00 per month due in advance on the 6th day of each month. The tenant did not pay rent on November 6 and on November 26, the landlord served her with a 10 day notice to end tenancy for unpaid rent (the "Notice").

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was obligated to pay \$500.00 in rent on the 6th day of each month. I find that the tenant failed to pay rent in November and I find that the landlord is entitled to recover the rental arrears. I award the landlord \$500.00. I order the landlord to retain the \$250.00 security deposit in partial satisfaction of this award and I grant her a monetary order under section 67 for the balance of \$250.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

I find that the tenant received the Notice on November 26, 2014. The tenant did not dispute the Notice and did not pay the rental 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 find that the landlord is entitled to an order of possession and I grant her an order effective 2 days after service on the tenant. This order may be filed in the Supreme Court for enforcement if required.

As the landlord has not claimed recovery of the filing fee, I make no order respecting the filing fee.

Conclusion

The landlord is granted an order of possession and a monetary order for \$250.00. The landlord will 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: January 08, 2015

Residential Tenancy Branch

