



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR

Introduction

This hearing concerns the landlord's application for an order of possession / and a monetary order as compensation for unpaid rent. The landlord attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that the application for dispute resolution and the notice of hearing (the "hearing package") was personally served on the tenant by "TB," the landlord's wife, on January 15, 2015. Based on the affirmed / undisputed testimony of the landlord, I find that the tenant was duly served with the hearing package pursuant to section 89 of the Act.

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 tenancy began on June 15, 2013. Monthly rent of \$1,150.00 is due and payable in advance on the first day of each month. A security deposit of \$575.00 and a pet damage deposit of \$200.00 were collected.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated January 02, 2015. The notice was personally served by the landlord on that same date on "AM," an adult who apparently resides with the tenant. On January 15, 2015 the tenant made a payment toward January's rent in the amount of \$960.00, leaving a balance owing for January in the amount of \$190.00 (\$1,150.00 - \$960.00). No rent has presently been paid for February 2015, while the tenant and others continue to reside in the unit.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid

rent dated January 02, 2015. The tenant did not pay the full amount of outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. 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 **\$1,340.00**, and pursuant to section 67 of the Act I hereby grant the landlord a **monetary order** for that amount.

\$190.00: *unpaid rent for January 2015*
\$1,150.00: *unpaid rent for February 2015*

As the end of tenancy nears, the attention of the parties is drawn to section 38 of the Act which speaks to **Return of security deposit and pet damage deposit**.

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 **\$1,340.00**. 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: February 04, 2015

Residential Tenancy Branch

