



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, 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. Despite having been served with the application for dispute resolution and notice of hearing which was sent by registered mail on January 23, 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 on April 1, 2009 at which time the tenant paid a \$550.00 security deposit. The tenant failed to pay rent for January 2015 and on January 13, the landlord posted a 10 day notice to end tenancy for unpaid rent (the "Notice") to the door of the rental unit. The landlord testified that he accepted rent for the month of February from the tenant's daughter, but asserted that rent for January had not yet been paid.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was obligated to pay \$1,100.00 in rent for the month of January and failed to do so. I find that the landlord is entitled to recover the rental arrears and I award him \$1,100.00. As the landlord has been successful in his application, I find he is entitled to recover the \$50.00 filing fee paid to bring his claim and I award him \$50.00 for a total entitlement of \$1,150.00. I order the landlord to retain the \$550.00 security deposit in partial

satisfaction of the claim and I grant him a monetary order under section 67 for the balance of \$600.00. 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 January 16, 3 days after it was posted to the door of the rental unit. The tenant did not pay the rental arrears and did not apply to dispute the Notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. I find the landlord is entitled to an order of possession and I grant him that order. Because the landlord accepted rent for the month of February, the order will be effective February 28, 2015. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$600.00. 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: February 11, 2015

Residential Tenancy Branch

