



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cyclone Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes 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 in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord stated that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on February 21, 2015. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on February 26, 2015, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on October 1, 2014. Rent in the amount of \$850 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$425. The tenant failed to pay \$350 of the rent in the month of February 2015 and on February 2, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant paid \$245 of her outstanding rent on February 3, 2015, and paid March 2015 rent. The tenant still owes \$105 in unpaid rent.

The Landlord's evidence included the following:

- a copy of a residential tenancy agreement indicating a monthly rent of \$850 due on the first of each month, as well as confirming that the tenant paid a security deposit of \$425;
- a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on February 2, 2105, with an effective vacancy date of February 12, 2015, for failure to pay rent in the amount of \$350 that was due on February 1, 2015;
- testimony that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the notice on the rental unit door on February 2, 2015; and
- a copy of the Landlord's Application for Dispute Resolution, filed February 18, 2015.

Analysis

I have reviewed all evidence and I accept that the tenant was served with the notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on February 5, 2015.

I accept the evidence before me that the tenant has failed to pay the full rent owed within the five days granted under section 46(4) of the Act. I find that the tenant is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. The landlord is therefore entitled to an order of possession.

As for the monetary order, based on the above-noted evidence I find that the landlord has established a claim for \$105 in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee.

Conclusion

I grant the landlord an order of possession effective two days from service. 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.

The landlord is entitled to \$155. I order that the landlord retain this amount from the security deposit in full satisfaction of the monetary claim. The landlord continues to hold the balance of the security deposit in trust and must deal with it in accordance with the Act.

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: March 18, 2015

Residential Tenancy Branch

