



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Realty Executives Vantage
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / retention of the security deposit / and recovery of the filing fee. The unit owner / landlord, and the landlord's agent (collectively, the "landlord") attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that the application for dispute resolution and notice of hearing were served by registered mail. Evidence provided by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "unclaimed by recipient." Despite the tenant's absence from the hearing, based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant has been served with the hearing package in accordance with sections 89 and 90 of the Act which speak, respectively, to **Special rules for certain documents**, and **When documents are considered to have been received**.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began July 01, 2014. Monthly rent of \$650.00 is due and payable in advance on the first day of each month, and a security deposit of \$325.00 was collected. The landlord issued a 10 day notice to end tenancy for unpaid rent dated February 06, 2015. The notice was served by way of posting on the unit door on that same date. A copy of the notice was submitted in evidence. The date shown by when the tenant must vacate the unit is February 16, 2015. Subsequently, the tenant made no further payment and still possesses the unit.

Analysis

Based on the documentary evidence and 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 February 06, 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 **\$1,360.00**:

\$650.00: *unpaid rent for February 2015*; **\$650.00**: *unpaid rent for March 2015*;
\$10.00: *stop payment fee assessed by bank*; **\$50.00**: *filing fee*

I order that the landlord retain the tenant's security deposit of **\$325.00**, and I grant the landlord a **monetary order** for the balance owed of **\$1,035.00** (\$1,360.00 - \$325.00).

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 **\$1,035.00**. Should it be necessary, 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: March 25, 2015

Residential Tenancy Branch

