



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that on March 16, 2015 the application for dispute resolution and the notice of hearing (the "hearing package") was personally served on the tenant. Accordingly, based on the affirmed / undisputed testimony of the landlord I find that the tenant has been properly served pursuant to 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 in September 2014. Monthly rent of \$850.00 is due and payable in advance on the first day of each month, and a security deposit of \$425.00 was collected. Arising from rent which remained unpaid when due on March 01, 2015, the landlord issued a 10 day notice to end tenancy dated March 05, 2015. The notice was personally served on that same date, and a copy was submitted in evidence. The date shown by when the tenant must vacate the unit is March 15, 2015. The landlord's application for dispute resolution was filed on March 16, 2015. Subsequently, the tenant made the following rent payments:

\$200.00: *March 18, 2015*

\$650.00: *March 26, 2015*

No rent has been paid for April 2015, and the tenant continues 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 March 05, 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, while rent has now been paid in full for March 2015, I find that the landlord has established a claim of \$850.00 for unpaid rent for April 2015, in addition to a claim for recovery of the \$50.00 filing fee [**total: \$900.00**]. I order that the landlord retain the security deposit of **\$425.00**, and I grant the landlord a **monetary order** for the balance owed of **\$475.00** (\$900.00 - \$425.00)

### 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 **\$475.00**. 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: April 21, 2015

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Residential Tenancy Branch

