



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes: OPR, MNR, FF

Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / and recovery of the filing fee. The landlord's agent (the "landlord") attended and gave affirmed testimony. The landlord testified that the application for dispute resolution and the notice of hearing (the "hearing package") was personally served on the tenant on March 7, 2015. Despite this, the tenant did not appear. Based on the affirmed / undisputed testimony of the landlord, I find that the hearing package was served on the tenant in accordance with section 89 of the Act which speaks to **Special rules for certain documents**.

Issue(s) to be Decided

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

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began more than 1 year ago. Monthly rent of \$525.00 is due and payable in advance on the first day of each month, and a security deposit of \$262.50 was collected. The landlord issued a 10 day notice to end tenancy for unpaid rent dated February 15, 2015. The notice was personally served 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 28, 2015. Thereafter, the tenant made no further payment toward rent and still resides 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 February 19, 2015. The tenant neither paid the outstanding rent, nor filed an application to dispute the notice within 5 days of receiving 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 **\$1,835.00**: **\$210.00**: *unpaid rent for January*; **\$1,575.00**: *unpaid rent for February, March and April*; **\$50.00**: *filing fee*

Section 72 of the Act addresses **Director's orders: fees and monetary orders**, in part:

72(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

Pursuant to the above, I order that the landlord retain the tenant's security deposit of **\$262.50**, and I grant the landlord a **monetary order** for the balance owed of **\$1,572.50**.

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 **\$1,572.50**. 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 07, 2015

Residential Tenancy Branch

