



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 landlord attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that the application for dispute resolution and the notice of hearing (the "hearing package") was personally served on March 19, 2015. Accordingly, based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the hearing package was served on the tenant 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 the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on February 01, 2015. Monthly rent of \$600.00 is due and payable in advance on the first day of each month, and a security deposit of \$300.00 was collected.

Arising from rent which was unpaid when due on March 01, 2015, the landlord issued a 10 day notice to end tenancy for unpaid rent dated March 11, 2015. On that same date, the notice was personally served on the tenant's girlfriend, known by the landlord to be an adult who apparently lives with the tenant. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is March 22, 2015. Subsequently, the tenant has made no further payment toward rent and he continues to reside in the unit. The landlord's application for dispute resolution was filed on March 18, 2015.

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 11, 2015, by way of hand delivery to an adult who apparently lives with the tenant. 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 **\$1,250.00**, as follows:

\$600.00: *unpaid rent for March*

\$600.00: *unpaid rent for April*

\$50.00: *filing fee*

I order that the landlord retain the security deposit of **\$300.00**, and I grant the landlord a **monetary order** for the balance owed of **\$950.00** (\$1,250.00 - \$300.00).

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 the Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$950.00**. 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 22, 2015

Residential Tenancy Branch

