



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Boundary Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPR MNR FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord stated that they personally served the tenant's roommate with the application for dispute resolution and notice of hearing on July 23, 2015. I accepted the landlord's evidence that the tenant was served with notice of the hearing on July 23, 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 monetary compensation?

Background and Evidence

The tenancy began on February 22, 2014. Rent in the amount of \$875.00 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 \$437.00. The tenant failed to pay rent in the month of July 2015 and on July 6, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant did not pay the full outstanding rent within five days of being served with the notice. At the time of the hearing the tenant owed \$50 in outstanding rent.

The Landlord's evidence included the following:

- a copy of a residential tenancy agreement, signed by the tenant and the landlord, indicating a monthly rent of \$875.00 due on the first of each month;
- a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on July 6, 2015, with an effective vacancy date of July 16, 2015, for failure to pay rent in the amount of \$1,790.00 that was due on July 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 July 6, 2015; and
- a copy of the Landlord's Application for Dispute Resolution, filed July 22, 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 July 9, 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 July 19, 2015, the corrected 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 \$50.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 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 \$100.00. I order that the landlord retain this amount from the security deposit in full satisfaction of this amount.

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: September 30, 2015

Residential Tenancy Branch

