



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services  
and [tenant name suppressed to protect privacy]

## **DECISION**

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

### Introduction

This hearing was scheduled in response to the landlord's application for an order of possession for unpaid rent / 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's agent (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 served by way of registered mail. The landlord provided the Canada Post tracking number for the registered mail, and testified that the hearing package was ultimately returned to the sender. Based on the affirmed / undisputed testimony of the landlord, I find that the tenant has been served in accordance with section 89 of the Act which addresses **Special rules for certain documents**.

### 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

There is no written tenancy agreement in evidence for this tenancy which began on March 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. The landlord issued a 10 day notice to end tenancy for unpaid rent dated November 06, 2015. The notice was personally served on that same date. The date shown on the notice by when the tenant must vacate the unit is November 16, 2015. Subsequently, the tenant did not file an application to dispute the notice, the tenant made no further payment toward rent, and the tenant continues to reside in the unit.

### Analysis

Based principally on 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 November 06, 2015. The tenant did not pay the 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 to compensation, I find that the landlord has established a claim of **\$4,550.00**:

\$300.00: *unpaid rent June 2015*  
\$4,200.00: *(7 x \$600.00) unpaid rent July, August, September, October,  
November, December 2015 & January 2016*  
\$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 **\$4,250.00** (\$4,550.00 - \$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 that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$4,250.00**. 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: January 19, 2016

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Residential Tenancy Branch

