



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNSD, & FF

Introduction

This hearing dealt with an application by the landlord seeking an Order of Possession and monetary relief due to the tenant's failure to pay rent.

The landlord appeared for the hearing, provided affirmed oral testimony and provided documentary evidence in advance of the proceeding in accordance with the rules of procedure. The tenant did not appear.

The landlord provided evidence that the tenant was served with notice of this application and hearing by registered mail on February 8, 2011.

Based on the documentary evidence provided by the landlord, I am satisfied that the tenant was served with notice of this proceeding by registered mail and I deem that the tenant received notice on the fifth day after the registered mail was sent pursuant to section 90(a) of the *Act*.

Issue(s) to be Decided

Did the tenant breach the tenancy agreement and *Act* entitling the landlord to an Order of Possession and monetary claim pursuant to sections 46, 55 and 67 of the *Act*?

Background and Evidence

This tenancy began on November 1, 2009 for the monthly rent of \$725.00 and a \$375.00 security deposit paid by the tenant on September 15, 2009. The landlord also provided the tenant a rent reduction of \$120.84 per month as part of an incentive to rent program.

On January 7, 2011 the tenant was served with a 10 day Notice to End Tenancy Due to Unpaid Rent when it was posted to the door of the rental unit. The landlord stated that the tenant failed to pay all the rent owed for December 2010, the rent for January 2011

and for February 2011 in the amount of \$1,398.12. The landlord is seeking an Order of Possession and a monetary claim due to the tenant's breach of the tenancy agreement.

Analysis

Based on the evidence provided by the landlord and in the absence of evidence to the contrary, I find that the tenant has failed to pay the rent owed of \$1,398.12 for December 2010, January 2011 and February 2011 as required by the tenancy agreement. I find that the tenant was served with a 10 day Notice to End Tenancy due to Unpaid rent and that the tenant failed to either pay the outstanding rent or to file an application for Dispute Resolution to dispute the notice in the five days provided by section 46(4) of the *Act*.

Pursuant to section 46(5) of the *Act*, I find that the tenant has conclusively accepted the end of the tenancy agreement effective January 20, 2011 and on this basis I grant the landlord's application seeking an Order of Possession for the rental unit.

I find that the landlord has established a total monetary claim in the amount of \$1,448.12 comprised of outstanding rent of \$189.80 for December 2010, \$604.16 outstanding rent for January 2011, \$604.16 outstanding rent for February 2011 plus recovery of the \$50.00 filing fee paid by the landlord for this application. From this sum I Order that the landlord may retain the tenant's security deposit of \$375.00 in partial satisfaction of this claim and I grant the landlord a monetary Order in the amount of **\$1,073.12** pursuant to section 67 of the *Act*.

Conclusion

I find that the landlord is entitled to an Order of Possession of the rental unit effective **two (2) days** after it has been served upon the tenant. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim due to breach of the tenancy agreement by the tenant for the sum of **\$1,073.12** and issue the landlord a monetary Order in this amount. This Order may be filed with the Province of British Columbia 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: February 22, 2011.

Residential Tenancy Branch

