



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on June 29th, 2010. The landlord testified that he spoke to the tenant a few days later and that the tenant acknowledged receipt of the hearing notice. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a bachelor suite in a single detached home.

Pursuant to a written agreement, the month to month tenancy started on October 1st, 2010. The rent of \$590.00 is payable on the first of each month and the tenant paid a security deposit of \$285.00.

The landlord testified that the tenant has been late paying rent since the start of the tenancy, and that he continually makes partial payment throughout the month. The landlord said that the tenant only paid \$210.00 towards June rent and nothing for July.

The landlord made a monetary claim of \$380.00 for June and \$590.00 for July. He provided a copy of the 10 Day Notice to End Tenancy issued to the tenant on June 16th, 2010; although the notice states that the notice was served by posting it on the tenant's door, the landlord clarified that it was served personally to the tenant on June 16th, and provided a Proof of Notice. The landlord said that the tenant keeps telling that he will pay the rent but these arrears are still outstanding by the time of this hearing.

Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 46(5) of the *Residential Tenancy Act* provides that if a tenant who has received a notice to end tenancy for non-payment of rent does not pay the rent or makes an application for dispute resolution within 5 days, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date. The tenant in this matter has not filed an application for dispute resolution.

I find that the landlord is entitled to an Order of Possession and a Monetary Order as claimed.

Conclusion

I grant the landlord an Order of Possession effective two days from the date the Order is served upon the tenant. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The landlord established a claim totalling \$970.00 for unpaid rent. I authorize the landlord to retain the tenant's \$295.00 security deposit for a balance owing of \$675.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee and pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$725.00. This Order may be registered 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: July 22, 2011.

Residential Tenancy Branch