

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This is an application filed by the Landlord for an order of possession resulting from a 10 day notice to end tenancy for unpaid rent, a monetary order request for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend.

The Landlord states that the Tenant was served with the notice of hearing documents by registered mail on November 24, 2011 and has submitted a copy of the Canada Post Registered Mail Receipt in evidence. The Landlord states that the package was not claimed and returned to the sender. The Landlord further states that he served the 10 day notice to end tenancy for unpaid rent on November 14, 2011 by posting it on the door and has submitted a photograph as proof. The Landlord further states that the building security logs which are electronic have shown no activity for front door entry, elevator use or rental unit door entry since October 2011. The posted 10 day notice remains undisturbed on the rental unit door as of the date of this hearing. The Landlord states that the Tenant's personal property is still in the rental unit, but does not believe the Tenant has returned to the unit since October 2011. The Landlord has posted as well a letter of notice for unpaid rent dated November 8, 2011, notices of social gatherings in the building which are all still attached to the rental unit door. The Landlord believes that the Tenant has abandoned the rental unit with his personal property left behind.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

This tenancy began on July 1, 2011 on a fixed term tenancy until November 30, 2011 as shown in the submitted signed tenancy agreement. The monthly rent indicated on the agreement is \$884.00 payable on the 1<sup>st</sup> of each month. The Landlord states that the

Tenant was eligible for a “tenant rent contribution” which is a subsidy toward rent. The Landlord states that the actual rent due each month from the Tenant is \$140.00 as shown in the letter dated November 8, 2011 provided by the Landlord. The Landlord further states that there is a clerical error on the 10 day notice to end tenancy for unpaid rent which states \$375.00, but is supposed to be \$140.00.

The Landlord is seeking an order of possession based upon the unpaid rent notice dated November 14, 2011 which states that rent was due November 1, 2011. The Landlord states that rent is still unpaid as of the date of this hearing. The Landlord is seeking \$140.00 for unpaid rent for the month of November 2011.

### Analysis

I accept the Landlord’s undisputed testimony and I find that the Tenant was properly served with the notice to end tenancy for unpaid rent on November 14, 2011 by posting on the door. The Tenant is deemed to have been served 3 days later on November 17, 2011. The Tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore presumed to have accepted that the tenancy ended on the effective date of the notice. Based upon the above facts, I find that the Landlord is entitled to an order of possession.

As for the monetary order, I find that the Landlord has established a claim for \$140.00 in unpaid rent. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain \$190.00 from the \$250.00 security deposit held in trust as satisfaction of the claim. The Landlord is to return the remaining \$60.00 when the Tenant has complied with the Residential Tenancy Act provisions for the return of the security deposit.

### Conclusion

The Landlord is granted an order of possession.

The Landlord may retain \$190.00 from the \$250.00 security deposit.

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: December 08, 2011.

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Residential Tenancy Branch