

DECISION

Dispute Codes OPR, MNR, MNDC, 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, late fees, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served by registered mail on November 25, 2011 and has submitted the Canada Post Registered Mail Receipt. The Landlord has confirmed on-line that the Tenant has received the package as the Tenant has made late payments towards the outstanding rent. The Landlord states that as of the date of the hearing the Tenant was in rent arrears for \$650.00.

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

The Landlord states that the Tenancy began in June of 2011 as opposed to the Tenancy Agreement which is signed June 20, 2011 with the Tenancy beginning December of 2011. The monthly rent indicated is \$1,100.00 per month on a fixed term tenancy for 6 months. A security deposit of \$550.00 was paid.

The Landlord states that a 10 day notice to end tenancy dated November 8, 2011 was served on the Tenant by posting it on the rental door on November 8, 2011. The effective date of the notice shows November 18, 2011. The notice shows that \$1,450.00 was outstanding in rent that was due on November 1, 2011. The Landlord states that \$325.00 of this balance is for October rent arrears as well as a \$25.00 late rent fee.

The Landlord states that rent receipts were issued to the Tenant for use and occupancy only when various payments were made late to bring the rent arrears amount down to \$650.00 as of the date of this hearing.

Analysis

I accept that the undisputed testimony of the Landlord and I find that the Tenant was served with a notice to end tenancy for unpaid rent. 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 conclusively presumed to have accepted that the Tenancy ended on the effective date of the notice. Based upon the above, I find that the Landlord is entitled to an order of possession. 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.

As for the monetary claim, I am satisfied that the Landlord has established a claim for \$650.00 in rent arrears. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$550.00 security deposit currently held in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$150.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced an order of that Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$150.00. The Landlord may retain the 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 09, 2011.

Residential Tenancy Branch