DECISION

Dispute Codes   OPR, MNR, MNSD, FF, CNR, OLC

Introduction

There are applications filed by both parties. The Landlord has applied 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 Tenant has applied for an order to cancel a notice to end tenancy for unpaid rent and an order for the Landlord to comply with the Act, regulations or the Tenancy Agreement.

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 and evidence package by Canada Post Registered Mail on February 15, 2012. The Landlord has included a copy of the Canada Post Registered Mail Customer Receipt as evidence.

These matters were set for a conference call hearing at 2:30 p.m. on this date. At 17 minutes after the hearing began, the Tenants application for dispute resolution is dismissed as the Tenant has not called into the hearing and the Landlord has attended to respond to the application. The Tenants application is dismissed without leave to reapply.

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, 2011on a fixed term tenancy and then thereafter on a month to month basis as shown in the submitted copy of the signed tenancy agreement. The monthly rent is $1,150.00 payable on the 1st of each month. A security deposit of $575.00 and a $200.00 pet damage deposit were paid. The Landlord states that through an agreement with the Tenant, the $200.00 pet damage deposit was applied to rent arrears.

The Landlord states that a 10 day notice to end tenancy was issued and served on February 4, 2012 by posting it on the rental unit door. The notice displays an effective date of February 14, 2012 and that rent of $1,150.00 was due on February 1, 2012 that was not paid. The notice also shows rent arrears of $450.00 was outstanding from January 2012. The Landlord seeks recovery of $1,600.00 for January and February 2012 rent. The Landlord is also seeking unpaid rent/lost rental income of $1,150.00 for the month of March. The Landlord states that the Tenant has failed to make any rent payments up until the date of the hearing and that the Tenant is still in possession of the rental.

Analysis

I accept the Landlord's undisputed testimony that the Tenant was served with the 10 day notice to end tenancy for unpaid rent. The Tenant did not pay the rent within the 5 days of receiving the notice. Based upon the above facts, 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 order, I find that the Landlord has established a claim for unpaid rent of $1,600.00. The Landlord's claim for unpaid rent for March 2012 of $1,150.00 is premature and as such, I dismiss this portion of the claim with leave to reapply after the end of Tenancy. The Landlord is entitled to recovery of the $50.00 filing fee. I order that the Landlord retain the $575.00 security deposit in partial satisfaction of this claim and I grant the Landlord a monetary order under section 67 for the balance due of $1,075.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for $1,075.00. 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: February 29, 2012.

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Residential Tenancy Branch