



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / retention of the security deposit and pet damage deposit / and recovery of the filing fee.

The landlord attended the hearing and gave affirmed testimony. Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the tenant did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered."

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on September 1, 2009. Monthly rent of \$730.00 is due and payable in advance on the first day of each month. A security deposit of \$350.00 and a pet damage deposit of \$300.00 were collected [total: \$650.00].

Arising from rent which remained unpaid when due on December 1, 2012, the landlord issued a 10 day notice to end tenancy dated December 21, 2012. The notice was served by delivery to the tenant's mailbox on that same date. A copy of the notice is in evidence. Subsequently, on January 26, 2013, the tenant made full payment of rent for December 2012 and for January 2013. The tenant continues to reside in the unit.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets,

forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated December 21, 2012. The tenant did not pay the outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. The tenant is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord has established entitlement to an **order of possession**.

In regard to the landlord's application for compensation, as rent has currently been paid in full, I find that the landlord has established entitlement limited to recovery of the **\$50.00** filing fee. I hereby order that the landlord may withhold this amount from the combined security / pet damage deposit(s) at the end of tenancy.

As to the disposition of the balance of the security / pet damage deposit(s) in the amount of \$600.00 [\$650.00 - \$50.00], the attention of the parties is drawn to section 38 of the Act which speaks to **Return of security deposit and pet damage deposit**.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. 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.

I hereby order that the landlord may withhold **\$50.00** from the security / pet damage deposit(s) in order to recover the filing fee for this application.

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: January 30, 2013

Residential Tenancy Branch

