



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution seeking an Order of Possession for unpaid rent; a Monetary Order for unpaid rent and compensation for damage or loss; to apply the security deposit towards partial satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent testified that he personally served each of the Tenants with the Notice of Hearing documents at the rental unit, on June 17, 2010, at 9:45 p.m. I am satisfied that the Tenants were served with the Notice of Hearing documents in accordance with the provisions of Sections 88(a) of the Act. Despite being served with the Notice of Hearing documents neither Tenant signed into the teleconference and the Hearing proceeded in their absence.

Issues(s) to be Decided

Are the Landlords entitled to an Order of Possession and a Monetary Order for unpaid rent?

Background and Evidence

The tenancy began on April 1, 2003. At the beginning of the tenancy, monthly rent was

\$610.00, due on the first day of each month. The current rent is \$665.00 per month. The Tenants paid a security deposit in the amount of \$305.00 on March 3, 2003.

The Landlord's agent testified that he served the Tenants with the Notice to End Tenancy for Unpaid Rent issued June 2, 2010, by posting the Notice on the Tenants' door on June 2, 2010 at 4:10 p.m.

The Landlord's agent testified that the Tenants paid rent, late fees and parking fees for the month of June, 2010, on June 19, 2010. The Tenants paid rent, late fees and parking fees for the month of July, 2010, on July 5, 2010. The Landlord's agent testified that the tenancy was not reinstated. No rent has been paid for the month of August, 2010. The Landlord is seeking a monetary order, calculated as follows:

Unpaid rent for August, 2010	\$665.00
Late fees	\$20.00
Parking fees for August, 2010	<u>\$10.00</u>
TOTAL	\$695.00

The Landlord's agent testified that 3 or 4 years ago, the Tenants started paying \$10.00 a month for parking fees. The Landlord entered a copy of the Tenants' ledger in evidence.

Analysis

I accept the Landlord's agent's testimony that the Notice to End Tenancy was served on the Tenants by posting the Notice on the Tenant's door on June 2, 2010. Service in this manner is deemed to be effected 3 days after posting the Notice. The Tenants did not pay the outstanding rent, or file an Application for Dispute Resolution, within 10 days of being deemed served with the Notice. Therefore, the Tenants are deemed to have accepted the tenancy ended on June 15, 2010. I accept the Landlord's agent's undisputed testimony that the tenancy was not reinstated by the Landlord after the Tenants paid

late rent for the months of June and July, 2010. I hereby provide the Landlords with an Order of Possession **effective 2 days after service of the Order upon the Tenants.**

Based on the undisputed testimony of the Landlord's agent, I find that the Landlord has established its monetary claim for unpaid rent in the amount of \$695.00.

A copy of the tenancy agreement was entered in evidence. Clause 3 of the tenancy agreement contains a provision for late fees in the amount of \$20.00, which falls into the allowable amount under the provisions of the Act and regulations. The tenancy agreement does not provide for parking fees, however the Tenant ledger clearly indicates that the Tenants were paying for parking from October, 2009 to date. Therefore, I accept the Landlord's agent's testimony that the Landlords are entitled to parking fees in the amount of \$10.00 per month.

The Landlords have been successful in their application and are entitled to recover the cost of the filing fee from the Tenants.

Pursuant to the provisions of Section 72 of the Act, the Landlords may apply the security deposit, together with accrued interest, towards partial satisfaction of their monetary award. Interest has accrued on the security deposit in the amount of \$10.80.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent for August, 2010	\$665.00
Late fees	\$20.00
Parking fees for August, 2010-08-10	\$10.00
Recovery of filing fee	\$50.00
Less security deposit and accrued interest	<u>-\$315.80</u>
TOTAL AFTER SET OFF OF SECURITY DEPOSIT	\$429.20

Conclusion

I hereby provide the Landlords with a Monetary Order against the Tenants in the

amount of \$429.20. This Order must be served on the Tenants and may be filed in the Provincial Court of British Columbia (Small Claims Court) and enforced as an Order of that Court.

I hereby provide the Landlords with an Order of Possession **effective 2 days after service of the Order upon the Tenants**. This Order must be served on the Tenants and may be filed in the Supreme Court of British Columbia 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: August 10, 2010.

Dispute Resolution Officer