



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for money owed or compensation for damage or loss; to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to an Order of Possession for unpaid rent; to a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on May 29, 2010; that the Tenant is required to pay monthly rent of \$1,099.00 plus monthly parking fees of \$30.00 on the first day of each month; and that the Tenant paid a security deposit of \$549.50. The Landlord and the Tenant agree that the Tenant currently owes rent/parking fees of \$3,672.87 for the period up to, and including, January 31, 2011.

The Agent for the Landlord stated that he put a Ten Day Notice to End Tenancy for Unpaid Rent, which had a declared effective date of November 15, 2010, on the door of the rental unit on November 02, 2010. The Tenant stated that she did not locate the Notice to End Tenancy on her door and that she did not locate the Notice to End Tenancy until sometime in January when she picked up the Landlord's Application for Dispute Resolution package that was mailed to her on December 17, 2010. She stated that she did not pay the outstanding rent after she received the Notice to End Tenancy



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and she did not file an Application for Dispute Resolution seeking to cancel the Notice to End Tenancy, as she did not understand why this Notice to End Tenancy was served to her at such a late date. At the hearing the Landlord and the Tenant mutually agreed to end this tenancy on January 31, 2011.

## Analysis

On the basis of the undisputed evidence presented at the hearing, I find that the Tenant entered into a tenancy agreement with the Landlord that requires the Tenant to pay monthly rent of \$1,099.00 plus parking fees of \$30.00 on the first day of each month and that the Tenant currently owes the Landlord \$3,672.87 for rent and parking fees. As the tenancy agreement requires the Tenant to pay rent and parking, I find that the Tenant must pay \$3,672.87 to the Landlord.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application.

## Conclusion

On the basis of the mutual agreement to end this tenancy on January 31, 2011, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on January 31, 2011. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

I find that the Landlord has established a monetary claim, in the amount of \$3,722.87, which is comprised of \$3,672.87 in unpaid rent/parking fees and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2), I hereby authorize the Landlord to retain the Tenant's security deposit of \$549.50, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$3,173.37. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court 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: January 12, 2011.

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Residential Tenancy Branch