



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR; MNR; MNDC; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent and loss of revenue; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

The Landlord testified that he served the Tenant with the Notice of Hearing documents and documentary evidence in person, with a witness, at the rental unit on April 15, 2011. The Tenant stated that she received the documents on or about that date, but that they were posted to her door. I found that the Tenant was sufficiently served with the documents and the Hearing proceeded.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a Monetary Order for unpaid rent and loss of revenue?

Background and Evidence

This tenancy began in October, 2010. Monthly rent is \$725.00 per month, due the first day of each month. The Tenant paid a security deposit in the amount of \$360.00 at the beginning of the tenancy.

The Landlord testified that the Notice to End Tenancy was posted on the Tenant's door on March 24, 2011. A copy of the Notice to End Tenancy was provided in evidence, and indicates the Tenant owed \$155.00 in unpaid rent that was due on March 1, 2011.

The Landlord testified that on April 2, 2011, the Tenant paid \$80.00 towards the arrears for March's rent, and \$725.00 for April's rent. The Landlord issued a receipts "for use and occupancy only" and provided copies in evidence. The Landlord stated that the Tenant paid \$725.00 for May's rent. The Landlord issued a receipt for "use and occupancy only".

The Tenant agreed with the Landlord's statements and stated that she could pay the \$75.00 that she still owes for March rent by next Friday.

The Landlord stated that he still wanted to end the tenancy and requested an Order of Possession.

The Tenant used profanity and exited the teleconference at that point.

Analysis

Based on the testimony of both parties, I accept that the Landlord served the Tenant with the Notice to End Tenancy by posting the Notice on the Tenant's door on March 24, 2011. Pursuant to the provisions of Section 90 of the Act, service in this manner is deemed to be effected three days after posting the documents, March 27, 2011. The Tenant did not pay all of the arrears, or file for dispute resolution, within 5 days of receiving the documents. The Tenant made a partial payment on the 6th day after receiving the documents and the Landlord issued a receipt for use and occupancy only. The Landlord also issued receipts for use and occupancy only for the months of April and May, 2011. Therefore, I find that the tenancy ended on April 6, 2011. The Landlord is entitled to an Order of Possession and I make that Order effective 1:00 p.m., May 31, 2011.

Based on the testimony of both parties, the Landlord has established a monetary claim for unpaid rent in the total amount of \$75.00.

The Landlord has been successful in his application and is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply a portion of the security deposit in full satisfaction of his monetary award. The balance of the security deposit, in the amount of \$135.00 must be administered in accordance with the provisions of the Act.

Conclusion

I hereby grant the Landlord an Order of Possession effective 1:00 p.m., May 31, 2011. This Order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply a portion of the security deposit in full satisfaction of his monetary award. The balance of the security deposit, in the amount of \$135.00 must be administered in accordance with the provisions of the Act.

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: May 06, 2011.

Residential Tenancy Branch