



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 conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that he served the Notice of a Dispute Resolution Hearing in person by means of a third party delivery service courier, and that the tenant signed a receipt confirming successful delivery on June 17th, 2011. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a half-duplex. Pursuant to a written agreement, the tenancy started on February 16th, 2009. The rent is \$1000.00 payable on the first of each month, and the agreement specifies that a fee of \$25.00 will be levied for each month that rent is paid late. The tenant paid a security deposit of \$500.00.

In her documentary evidence, the landlord's agent provided copies of tenant ledger entries to support her claim for unpaid rent. At the hearing, the landlord's agent testified that the tenant had since paid rent for the month of June on the 15th and amended her monetary claim as follows:

- Unpaid rent for July 2011: \$300.00
- Late fees for 7 months: \$175.00
- Total: \$475.00

Concerning the 10 Day Notice to End Tenancy, the landlord's agent stated that it was posted on the tenant's door on June 6th, 2011.

Analysis

I accept the landlord's agent's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 90 of the Act provides in part that when a notice to end tenancy is served by attaching it to the door, service is deemed to be received on the third day after it is attached. Therefore the notice in this matter is deemed to be received by June 9th, 2011. Pursuant to the same notice, the tenant had until June 14th, 2011 to pay rent for that month. The tenant did not pay within the required time frame nor apply for dispute resolution. Accordingly, the landlord is entitled to an order of possession.

I also accept the landlord agent's testimony concerning the rent arrears and late fees, and find that she is entitled to a monetary order as claimed in this hearing.

Conclusion

The landlord's agent established a claim of \$475.00. Since she was successful, she is entitled to recover the \$50.00 filing fee for a claim totalling \$525.00. Pursuant to Section 72 of the Act, I authorize the landlord to retain the tenant's \$500.00 security deposit and I grant the landlord a monetary order for a balance owing of \$25.00.

This Order may be registered in the 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: July 07, 2011.

Residential Tenancy Branch