



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application for dispute resolution under the Residential Tenancy Act (the “Act”) by the landlord for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent, for authority to retain the tenant’s security deposit and to recover the filing fee.

The landlord appeared and gave affirmed testimony.

The landlord testified that she served the tenant with the Application for Dispute Resolution and Notice of Hearing (the Hearing Package) by personal delivery on June 14, 2012.

I find the tenant was served in a manner complying with section 89 of the Residential Tenancy Act (the “Act”) and the hearing proceeded in the tenant’s absence.

The landlord was provided the opportunity to present her evidence orally and in documentary form.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit due to unpaid rent, a monetary order and to recover the filing fee?

Background and Evidence

This tenancy began on August 1, 2010, monthly rent is \$1100.00, and a security deposit of \$550.00 was paid by the tenant on or about July 20, 2010.

The landlord gave affirmed testimony and supplied evidence that on June 2, 2012, the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by posting on the door, listing unpaid rent of \$730.00 as of June 1, 2012. The effective vacancy date listed on the Notice was June 12, 2012. Section 90 of the Act states that documents served in this manner are deemed delivered three days later. Thus the effective move out date is automatically changed to June 15, 2012.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained the tenant had five days to dispute the Notice.

I have no evidence before me that the tenant applied to dispute the Notice.

The landlord stated that since issuance of the Notice, the tenant did not pay rent in full within 5 days; however the tenant has made multiple payments toward the rental obligation, including for the month of July, and currently owes unpaid rent of \$105.00.

The landlord stated that she was no longer requesting an order of possession and only sought a monetary order in the amount of \$205.00, which includes unpaid rent of \$105.00, 2 late payment fess of \$25.00 each and the filing fee of \$50.00.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

I find the landlord submitted sufficient evidence that the tenant did not pay the outstanding rent within 5 days and currently owes unpaid rent in the amount of \$105.00 as well as having incurred late fees in the amount of \$50.00.

Conclusion

I find that the landlord has established a total monetary claim of \$205.00 comprised of outstanding rent of \$105.00, two late fees of \$25.00 each and the \$50.00 filing fee paid by the landlord for this application.

I grant the landlord a monetary order pursuant to section 67 of the Act for \$205.00.

The monetary order for \$205.00 is enclosed with the landlord's Decision. This order is a final, legally binding order, and may be filed in the Provincial Court of British Columbia (Small Claims) should the tenant fail to comply with this monetary order.

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 05, 2012.

Residential Tenancy Branch