



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, MND, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38;
4. A Monetary Order for compensation – Section 67;
5. A Monetary Order for damage to the unit – Section 67; and
6. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on January 1, 2012. Rent in the amount of \$1,200.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$600.00. The Tenant

failed to pay rent and parking fees for October 2012 and on October 10, 2012 the Landlord served the Tenant with a 10 day Notice to End Tenancy for Unpaid Rent. The Tenant paid November 2012 rent, no receipt was issued “for use and occupancy only” and the Landlord withdraws the claim for an Order of Possession.

The Landlord claims \$1,200.00 for rental arrears, \$45.00 for parking fees and \$25.00 for a late fee. The Landlord requests that the Tenant’s security deposit not be set off from any monetary amount awarded.

### Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. Based on the Landlord’s evidence I find that the Tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The Tenant has not paid the outstanding rent. Given these facts, I find that the Landlord has established a monetary claim for **\$1,270.00**.

The Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$1,320.00**.

### Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$1,320.00**. If necessary, this order may be filed 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: November 27, 2012.

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Residential Tenancy Branch