



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

MNR, OPR, MNSD, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order for rent owed, based on the Notice to End Tenancy for Unpaid Rent dated December 20, 2012.

At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and all of the evidence that was served properly has been reviewed. The parties were also permitted to present affirmed oral testimony and submissions during the hearing. In making this decision, I have considered the evidence and testimony provided.

### **Issue(s) to be Decided**

Is the landlord entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent?

Is the landlord entitled to monetary compensation for rental arrears owed?

### **Background and Evidence**

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated December 20, 2012, with effective date of December 30, 2012, a copy of the strata form K, copies of cheques and a copy of the tenancy agreement. Other evidence received from the landlord was found not to be relevant to the issue of rental arrears and was not considered. No documentary evidence was received from the tenant.

The landlord testified that the tenancy began on November 15, 2012, with rent set at \$1,150.00 per month and the tenant paid a security deposit of \$575.00. The landlord testified that the tenant failed to pay \$1,150.00 rent due on December 1, 2012, as the tenant's cheque was returned for nonsufficient funds.

The landlord testified that a 10-Day Notice to End Tenancy for Unpaid Rent was served on the tenant on December 20, 2012 by posting it on the door. The landlord testified that on December 27, 2012, the tenant made arrangements with the landlord to have

his mother drop off the rent owed. However, according to the landlord, the payment was never made. The landlord is claiming \$2,300.00 in rental arrears for unpaid rent for December 2012 and January 2013.

The landlord is also seeking an Order of Possession as the tenant has not vacated the unit.

In addition to the above, the landlord is requesting compensation for \$100.00 for the strata move-in charges, \$50.00 administrative costs for the cost of mail and compensation of \$186.00 for two key fobs.

The tenant acknowledged that his rental cheque for December 2012 was returned for insufficient funds.

The tenant testified that, after they received the 10-Day Notice to End Tenancy for Unpaid Rent, they attempted to pay the rent on December 27, 2013 and the tenant's mother was prepared to deliver the funds on that date. The tenant testified that the landlord was not available and refused the offer to pay. According to the tenant, the landlord stated that she would rather terminate the tenancy. The tenant pointed out that the landlord had not attempted to cash the rent cheque for January 2013.

### **Analysis**

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent by posting it on the door on December 20, 2012. The tenant has not paid the arrears and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts, I find that the landlord is entitled to an Order of Possession.

I find that the landlord has established a total monetary claim for rental arrears of \$2,300.00 comprised of \$1,150.00.00 rent owed for December 2012 and \$1,150.00 rent owed for January 2013. I find that the landlord is also entitled to be reimbursed the \$100.00 strata move-out fee and the \$50.00 for the cost of the application, for total monetary entitlement of \$2,450.00.

I find that the landlord's additional claims, including the \$50.00 administrative costs and \$160.00 for the possible loss of the key fobs, are not supported by the Act and these claims must therefore be dismissed.

Having found that the landlord is entitled to compensation of \$2,450.00, I order that the landlord retain the security deposit of \$575.00 in partial satisfaction of the claim leaving, a balance due of \$1,875.00.

I hereby grant the Landlord a monetary order under section 67 for \$1,875.00. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Supreme Court and enforced as an order of that Court.

### **Conclusion**

The landlord's application was successful and the landlord was granted a monetary order for rental arrears and an Order of Possession.

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 28, 2013

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Residential Tenancy Branch

