



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order request for unpaid rent, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that both Tenants were served with the notice of hearing package and submitted documentary evidence by Canada Post Registered Mail on February 26, 2013 and has provided the Canada Post Customer Tracking Numbers in their direct testimony as confirmation. The Landlord states that the Tenants notice of hearing packages were returned by Canada Post as unclaimed by the Tenants. I accept the undisputed testimony of the Landlord and find that the Tenants were both properly served with the notice of hearing packages and the submitted documentary evidence by Canada Post Registered Mail on February 26, 2013 and are deemed to have received them on March 3, 2013.

The Landlord clarified at the beginning of the hearing that the Tenants have made two late rent payments on February 15, 2013 of \$683.00 for which a receipt was issued for use and occupancy only and again on March 8, 2013 of \$1,093.00 for which a receipt was issued for use and occupancy only. The Landlord has clarified that the current arrears to the date of the hearing is \$1,329.00 which includes the rent arrears, late rent and parking charges.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on September 1, 2012 on a fixed term tenancy ending on February 28, 2013 as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$1,485.00 payable on the 1st of each month and a security deposit of \$742.50 was paid on August 16, 2012.

The Landlord states that the Tenants were served with a 10 day notice to end tenancy issued for unpaid rent dated February 8, 2013 by posting it to the rental unit door on February 8, 2013. The Landlord has submitted a proof of service document that was witnessed by another employee as confirmation. The notice states that rent of \$1,485.00 was due on February 1, 2013 and remains unpaid. The stated effective date of the notice is February 18, 2013.

The Landlord seeks an order of possession and a monetary order for \$1,329.00 for unpaid rent, late rent and parking charges.

Analysis

I find that the Landlord has properly served the Tenants with a 10 day notice to end tenancy for unpaid rent dated February 8, 2013 by posting it on the rental unit door. The Tenants have failed to pay the rent within the allowed time frame and have not made an application to dispute the notice. I also find that the Landlord has complied with the Act by receiving late rent payments and providing notice to the Tenants that the rent received was for use and occupancy only and not a reinstatement of the tenancy. The Landlord is granted an order of possession. This order must be served on the Tenants. Should the Tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary claim, I find that the Landlord has established a claim for \$1,329.00 which consists of unpaid rent, late rent and parking charges. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$742.50 security deposit in partial satisfaction of the claim and I grant a monetary order for the balance due of \$636.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$636.50.
The Landlord may retain the security deposit.

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: March 21, 2013

Residential Tenancy Branch

