



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent and the tenant.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for anticipated losses; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on February 22, 2011 for a 9 month fixed term tenancy beginning on March 1, 2011 that converted to a month to month tenancy on November 1, 2011 for the monthly rent of \$625.00 due on the last day of each month preceding the rental period and a security deposit of \$312.50 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on March 6, 2013 with an effective vacancy date of March 15, 2013 due to \$625.00 in unpaid rent and \$60.00 for utilities that were unpaid after a demand letter was provided to the tenant on February 28, 2013.

The landlord submits the tenant failed to pay the full rent owed for the month of March 2013 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on March 6, 2013.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days. The parties agreed, however, that the tenant did pay rent and utilities on March 27, 2013 and the filing fee for this Application and that the landlord issued a receipt for use and occupancy only. Both parties also agree that rent and utilities have not been paid for the month of April, 2013.

The landlord also seeks compensation for anticipated expenses in the amount of \$3,600.00 for the potential costs of bailiff charges and damage and cleaning at the end of the tenancy.

During the hearing the landlord did commit to the tenant that if he can get the rent and utilities for April 2013 paid prior to the landlord serving the tenant with a order of possession he will allow the tenancy to continue.

### Analysis

I have reviewed all documentary evidence and testimony and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on March 9, 2013 and the effective date of the notice is amended to March 19, 2013, pursuant to Section 53 of the *Act*. I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under Section 46(4) of the *Act*.

Based on the foregoing, I find the tenant is conclusively presumed under Section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

In regard to the landlord's claim for anticipated expenses, I find the landlord has suffered no loss or damage other than the failure to pay rent and utilities for the month of April 2013 and as such, I find this portion of the landlord's premature and dismiss it with leave to reapply, should the landlord incur some expenses related to the tenancy.

### Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply

with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$685.00** comprised of \$625.00 rent owed and \$60.00 utilities owed.

I order the landlord may deduct the security deposit and interest held in the amount of \$312.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$372.50**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: April 11, 2013

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Residential Tenancy Branch

