



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WALL FINANCIAL CORPORATION
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes: MND, MNR, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent dated April 2, 2013. The landlord is also seeking a monetary order for rental arrears and late fees.

Both parties were present at the hearing. 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 evidence properly served has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the relevant 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 April 2, 2013, with effective date of April 15, 2013, a copy of the tenant ledger, proof of service and a copy of the tenancy agreement.

The tenancy began in September 2012, at which time the tenant paid a security deposit of \$442.50. The landlord testified that the tenant fell into arrears for rent when he failed to pay \$885.00 due on April 1, 2013 and a 10-Day Notice to End Tenancy for Unpaid Rent was served on the tenant. The landlord testified that the tenant made some payments towards the debt but still owes \$690.00 as of this date.

The landlord is seeking an Order of Possession and monetary order for the rental arrears.

The tenant did not dispute owing the amount of rent claimed by the landlord. The tenant stated that he is willing to pay the remainder of the arrears as soon as possible.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent on April 2, 2013 by posting the Notice on the door. The tenant has not paid all of the outstanding rent 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 of \$740.00 comprised of \$690.00 in accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the tenant's \$442.50 security deposit in partial satisfaction of the claim, leaving a balance still outstanding in favour of the landlord of \$297.50.

I hereby issue a monetary Order to the landlord for \$297.50. This order must be served on the tenant and may be enforced through Small Claims Court if necessary.

I hereby issue an Order of Possession in favour of the landlord effective 2 days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The landlord is successful and is awarded monetary compensation for the rent owed 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: May 14, 2013