



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BEOVAN TITLE LTD., C/O CROSBY PROPERTY MANAGEMENT LTD.,
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes: MNR, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated April 5, 2013, and a monetary order for rental arrears owed.

The applicant was present and participated in the hearing. Despite being served with the Notice of Hearing documents by registered mail sent on May 5, 2013, the respondent did not appear and the hearing was therefore conducted in her absence.

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 May 5, 2013 with effective date of May 15, 2013.

The landlord testified that the tenancy began on January 1, 2012, at which time the tenant paid a security deposit of \$472.50. The monthly rental rate is \$975.00.

The landlord testified that the tenant failed to pay \$975.00.00 rent owed for April 2013 and May 2013, accruing a debt of \$1,950.00. The landlord testified that a 10-Day Notice to End Tenancy for Unpaid Rent was issued and served in person on the tenant.

The landlord testified that the tenant has since paid \$475.00 and was issued with a receipt "for use and occupancy only", leaving an outstanding amount of \$1,475.00 still owed. In addition to the above, the landlord is claiming 2 NSF charges of \$31.50 each and two late fees of \$25.00 pursuant to the tenancy agreement. The total claim is for \$1,588.00 plus the cost of filing the application.

The landlord testified that the tenant did not vacate the rental unit. The landlord is seeking an Order of Possession and a monetary order for rent owed.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent in person on April 5, 2013. 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 \$1,725.00 comprised of, \$1,475.00 in accrued rental arrears, \$50.00 in late fees, \$50.00 in NSF charges and the \$50.00 fee paid by the landlord for this application. The landlord's claim for administrative charges of \$31.50 for each NSF cheque was reduced to the maximum of \$25.00 permitted under the Act.

I order that the landlord retain the tenant's \$472.50.00 security deposit in partial satisfaction of the claim, leaving a balance of \$1,252.50 still outstanding.

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 may be filed in the Supreme Court and enforced as an order of that Court.

I grant the landlord a monetary order for \$1,252.50. This order must be served on the tenant and may be filed in Small Claims 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 28, 2013

Residential Tenancy Branch

