



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services
Providence Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 11:15 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m. One of the landlords (the landlord) attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. She gave sworn testimony and written evidence (including a witnessed Proof of Service document) that a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) was posted on the tenant's door at 10:00 a.m. on May 7, 2013. I am satisfied that the above documents were served in accordance with the *Act*.

The landlord testified that a copy of the landlords' dispute resolution hearing package and written evidence was sent to the tenant by registered mail on May 27, 2013. The landlord provided a copy of the Canada Post Tracking Number to confirm this registered mailing. In accordance with sections 89 and 90 of the *Act*, I find that the dispute resolution and evidence packages were deemed to have been served to the tenant on June 2, 2013, the fifth day after their mailing.

At the commencement of the hearing, the landlord reduced the amount of the requested monetary award from \$2,100.00 to \$550.00. This was to reflect the tenant's payments

of \$500.00 on May 7, 2013 and \$1,100.00 on June 1, 2013, both accepted by the landlords for use and occupancy only and not to reinstate this tenancy.

Issues(s) to be Decided

Are the landlords entitled to an Order of Possession for unpaid rent? Are the landlords entitled to a monetary award for unpaid rent? Are the landlords entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This fixed term tenancy commencing on March 1, 2013 is set to end on August 31, 2013. Monthly rent is \$1,050.00, payable in advance on the first of each month. The landlord testified that the tenant paid a \$360.00 security deposit on February 7, 2013, still retained by the landlords.

The landlords' original application for a monetary award of \$2,100.00 was for unpaid rent of \$1,050.00 owed for May 1, 2013 and for a further \$1,050.00 for anticipated loss of rent for June 1, 2013. The landlord also requested a 2 day Order of Possession, given that almost one-half month's rent remains owing as of the date of this hearing.

Analysis

I find that the landlords' acceptance of payments of \$500.00 on May 7, 2013 and \$1,100.00 on June 1, 2013 for use and occupancy only did not reinstate this tenancy. The tenant failed to pay the \$1,050.00 in rent identified as owing in the landlords' 10 Day Notice in full within five days of receiving the 10 Day Notice. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of receiving the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenant's failure to take either of these actions within five days led to the end of his tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by May 20, 2013. As that has not occurred and the tenant's payments for use and occupancy only do not fully compensate the landlord for rent still owing for June 2013, I find that the landlords are entitled to a 2 day Order of Possession. The landlords will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlords may enforce this Order in the Supreme Court of British Columbia.

Based on the undisputed evidence presented by the landlord, I accept that \$500.00 remains owing for this tenancy at this time. As such, I issued a monetary award in the

landlords' favour in the amount of \$500.00. As the landlords have been successful in their application, I allow the landlords to recover their filing fee from the tenant.

I also allow the landlords to retain the tenant's security deposit plus applicable interest in partial satisfaction of the monetary award issued in this decision. No interest is payable over this period.

Conclusion

I grant an Order of Possession to the landlords effective **two days after service of this Order** on the tenant(s). Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary Order in the landlords' favour under the following terms, which enables the landlords to recover unpaid rent and the landlords' filing fee and to retain the tenant's security and pet damage deposits:

Item	Amount
Rent Due May 1, 2013	\$1,050.00
Less Payment May 7, 2013	-500.00
Rent Due June 1, 2013	1,050.00
Less Payment June 1, 2013	-1,100.00
Less Security Deposit	-360.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	\$190.00

The landlords are provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: June 19, 2013

Residential Tenancy Branch