



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BOARDWALK GENERAL PARTNERSHIP
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes: MNR, OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord seeking an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent, dated April 3, 2013, a monetary order for rent, parking and late fees and an order to retain the security deposit in partial satisfaction of the claim.

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 the evidence 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 affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation for rental arrears owed based on the 10-Day Notice to End Tenancy for Unpaid Rent?

Background and Evidence

The tenancy began on August 1, 2008 with rent of \$819.00 per month. A security deposit of \$409.00 was paid.

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated April 3, 2013 with effective date of April 13, 2013 and a copy of the tenancy agreement. No copy of the resident ledger was submitted, but the landlord testified that the tenant had fallen into arrears and failed to pay \$819.00 rent for April 2013, May 2013 and June 2013, in addition to \$50.00 parking and \$25.00 in late fees for each month, which is also being claimed. The total monetary claim is for \$2,682.00 plus the \$50.00 cost of filing the application. The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

The tenant acknowledged falling behind in the rent and did not dispute the Notice.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent by posting it on the door. The tenant has not paid the arrears 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 \$2,732.00, comprised of \$2,457.00 accrued rental arrears, \$150.00 in parking arrears, \$75.00 in late fees pursuant to a term in the tenancy agreement, and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit and interest of \$411.56 in partial satisfaction of the claim leaving a balance due of \$2,320.44.

I hereby grant the landlord a monetary order, under section 67 of the Act, for \$2,320.44. This order must be served on the Respondent and is final and binding. It may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

I hereby issue an Order of Possession to the landlord, effective two days after service on the tenant. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The landlord's application is successful and the landlord is granted a monetary order for rental arrears 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: June 10, 2013

Residential Tenancy Branch