



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Birstol Estates
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, 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 only.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on June 14, 2013 at 3:35 in accordance with Section 89 and that this service was witnessed by a third party.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlord testified the tenant vacated the rental unit on June 26, 2013 and there is no longer a need for an order of possession or to claim rent for the month of July 2013. I have amended the landlord's Application to reflect this amendment.

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 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 *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 October 31, 2011 for a 1 year fixed term tenancy beginning on November 1, 2011 that converted to a month to month tenancy on November 1, 2012 for the monthly rent of \$650.00 due on the 1st of each month and a security deposit of

\$325.00 and a pet damage deposit of \$110.00 was paid. The tenancy agreement includes a clause for late payment fees of \$25.00; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on June 2, 2013 with an effective vacancy date of June 13, 2013 due to \$650.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of June 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 June 2, 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 landlord submits the tenant paid \$175.00 to the landlord on June 12, 2013 for use and occupancy only.

Analysis

Based on the landlord's undisputed testimony I accept the tenant has failed to pay the full rent for the month of June 2013 and owes the landlord \$475.00 for the arrears and \$25.00 for a late payment fee.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$550.00** comprised of \$475.00 rent owed; \$25.00 late payment fee; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and pet damage deposit held in the amount of \$435.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$115.00**.

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: July 15, 2013