



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capilano Property Management Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend or submit any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered mail on June 13, 2013 and has submitted the Customer Receipt Tracking number in his direct testimony as confirmation. I accept the undisputed testimony of the Landlord and find that the Tenant has been properly served with the notice of hearing package.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?
Is the Landlord entitled to a monetary order?
Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on September 1, 2009 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$620.00 payable on the 1st of each month and a \$150.00 security deposit was paid.

The Landlord states that a 10 day notice to end tenancy dated June 2, 2013 was served on the Tenant by posting it on the rental unit door on the same date with a witness. The Landlord has submitted a copy of a proof of service document as confirmation. The notice states that rent of \$620.00 was due on June 1, 2013 and was unpaid. The notice displays an effective date of June 12, 2013. The Landlord states that the Tenant made a late payment of rent of \$645.00 on June 20, 2013 for use and occupancy only. The Landlord clarified that this late payment was for the June rent of \$620.00 and a \$25.00 late rent fee. The Landlord states that the Tenant is still occupying the rental unit as of the date of this hearing and has also failed to pay rent for July 2013.

The Landlord seeks an order of possession and a monetary order for unpaid rent. The monetary claim consists of \$620.00 for unpaid rent for July 2013, \$25.00 for a late rent fee for July and \$302.40 for recovery of a bed bug treatment. The Landlord has submitted a copy of a signed statement dated May 30, 2013 by the Tenant which states that the Tenant agreed to pay the Landlord this amount for services already completed.

Analysis

I accept the undisputed testimony of the Landlord. The Landlord has properly served the Tenant with a 10 day notice to end tenancy issued for unpaid rent dated June 2, 2013. The Landlord has accepted rent from the Tenant based upon the receipt issued June 20, 2013 for June rent for use and occupancy only. The Tenant has failed to vacate the rental unit and pay the rent for July 2013. The Landlord has established a claim for an order of possession. The Landlord is granted an order of possession. The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary claim, I find that the Landlord has established a total monetary claim \$947.40. This consists of unpaid rent for July of \$620.00, a late rent fee of \$25.00 and recovery of \$302.40 for bedbug treatment. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$150.00 security deposit in partial satisfaction of the claim and I grant a monetary order for the balance due of \$847.40. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$847.40.
The Landlord may retain the security deposit.

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 11, 2013

Residential Tenancy Branch

