



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNDC, MNR, MNSD, FF

### Introduction

This is an application for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, a request for a Monetary Order for \$1955.00, a request for recovery of the \$50.00 filing fee, and a request to retain the full security deposit of \$397.50 towards the claim.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed July 27, 2013 however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been served with notice of the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Has the landlord established a Monetary claim of \$1955.00?

### Background and Evidence

The applicant testified that:

- The tenant had fallen behind on the rent and therefore on July 3, 2013 a 10 day Notice to End Tenancy was posted on the tenant's door.

- The tenant has failed to comply with that notice, and has failed to pay any further rent.
- He is therefore requesting an Order of Possession for as soon as possible and a Monetary Order as follows:

June 2013 rent outstanding	\$315.00
July 2013 rent outstanding	\$795.00
August 2013 rent outstanding	\$795.00
June 2013 late fee	\$25.00
July 2013 late fee	\$25.00
Filing fee	\$50.00
Total	\$2005.00

### Analysis

It's my finding that the landlord has shown that there is rent outstanding totaling \$1905.00 to the end of August 2013 and therefore I allow that portion of the claim.

I will not allow the claim for late fees as the landlord has supplied no evidence to show that the tenancy agreement allowed for late fees.

I will however allow recovery of the \$50.00 filing fee.

### Conclusion

The total amount of the landlord's claim I have allowed is \$1955.00 and I therefore order that the landlord may retain the full security deposit of \$397.50 and I've issued a Monetary Order in the amount of \$1557.50.

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: August 28, 2013

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Residential Tenancy Branch

