



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes: MNR, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated July 2, 2013 and a monetary order for rent owed.

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 all of the evidence that was served properly has been reviewed. The parties were also permitted to present affirmed oral testimony and submissions during the hearing. In making this decision, I have considered the evidence and testimony provided.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to monetary compensation for rental arrears?

Background and Evidence

The landlord submitted into evidence the 10-Day Notice to End Tenancy dated July 2, 2013 with effective date of July 15, 2013 and a copy of the tenancy agreement.

The landlord testified that the tenancy began on May 1, 2009, and the tenant paid a security deposit of \$390.00. The landlord testified that the tenant fell into arrears for \$805.00 and a 10-Day Notice to End Tenancy for Unpaid Rent was served by posting it on the tenant's door on July 2, 2013. The landlord testified that the tenant made partial payments and was issued with receipts "*for use and occupancy only*".

The landlord testified that the tenant accrued a debt of \$400.00 plus late fees of \$50.00 under the tenancy agreement and the landlord is seeking a Monetary Order and an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent.

The tenant testified that they were not aware of the 10-Day Notice to End Tenancy for Unpaid Rent, but acknowledged that they were in arrears for the rent and only paid a portion, leaving \$400.00 rent still outstanding.

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 \$500.00 comprised of \$400.00 rental arrears, \$50.00 late fees and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$390.00 in partial satisfaction of the claim leaving a balance due of \$110.00.

I hereby grant the Landlord an order under section 67 for \$110.00. This order must be served on the Respondent and is final and binding. If necessary 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 in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and is final and binding. It may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The landlord's application was successful and the landlord was 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: August 21, 2013

Residential Tenancy Branch