



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, OPC, MNDC, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, 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 testimony. The Tenant's Agent, F.B. attended the hearing by conference call and gave testimony. The Tenant's Agent, F.B. stated in his direct testimony that he has the permission of the Tenant to speak as her Agent in this proceeding. The Tenant did not submit any documentary evidence and has confirmed receipt of the Landlord's notice of hearing package and the submitted documentary evidence. The Landlord has also submitted a copy of a Canada Post Registered Mail Customer Receipt Tracking number on July 9, 2013 for both the Tenant, C.V. and the occupant, F.B. I am satisfied that both parties have been properly served with the notice of hearing package and the submitted documentary evidence.

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 October 2012 as per the signed tenancy agreement dated September 5, 2012 on a month to month basis. The monthly rent is \$620.00 payable on the 1st of each month and a security deposit of \$310.00 was paid.

The Landlord's Agent states that the Tenant was served with a 10 day notice to end tenancy issued for unpaid rent dated June 11, 2013. The notice states that the Tenant failed to pay rent of \$940.00 which was due on June 1, 2013. The Tenant disputes this stating that no notice was received from the Landlord. The effective date of the notice is stated as June 21, 2013. The Landlord states that the notice was posted to the rental unit door on June 11, 2013 and has submitted a copy of a signed proof of service document as confirmation.

The Landlord states that the Tenant has failed to pay any rent since the notice dated June 11, 2013 was served. The Landlord states that the Tenant has failed to pay rent of \$2,150.00 which consists of \$290.00 for May arrears, \$620.00 for June arrears, \$620.00 for July arrears and \$620.00 for August arrears as the Tenant/Occupant is still residing in the rental unit. The Tenant has confirmed in his direct testimony that he is in arrears for the stated amount by the Landlord, but argues that he has repeatedly tried to pay the rent and that the Landlord has refused to accept it from him as he is not the Tenant, but just an occupant.

The Landlord has also served the Tenant with a 1 month notice to end tenancy issued for cause dated June 11, 2013 for repeatedly late paying rent. The notice shows an effective date of July 31, 2013. The Landlord has also submitted a copy of a statement from the Landlord, D.L. which states that between October 2012 and May 2013 that the Tenant was repeatedly late paying rent on 6 occasions.

Analysis

I prefer the evidence of the Landlord over that of the Tenant and find that the Tenant was properly served with the 10 day notice to end tenancy dated June 11, 2013. I find it unlikely that notice to end tenancy dated June 11, 2013 was not posted to the rental unit door as stated by the proof of service document as the Tenant/Occupants were aware that no rent was paid at that time and that there were arrears. As well, the Tenant did not pay the rent due and did not file an application for dispute resolution to dispute the notice. The Landlord has established a claim for 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 an order of possession was granted based upon the 10 day notice to end tenancy issued for unpaid rent dated June 11, 2013, the merits of the 1 month notice to end tenancy issued for cause were not dealt with.

As for the monetary claim, I find based upon the Tenant's direct testimony that no rent has been paid since June 2013 and that of the May 2013 arrears that the Landlord has established a monetary claim for \$2,150.00. The Landlord is entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$310.00 security deposit in partial satisfaction of the claim and grant a monetary order for the balance due of \$1,890.00. 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 \$1,890.00. 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: August 09, 2013

Residential Tenancy Branch

