



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1:44 p.m. in order to enable him to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that she posted a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenant's door on June 6, 2013. The landlord also testified that she sent the tenant a copy of the landlord's dispute resolution hearing package by registered mail on July 5, 2013. She provided the Canada Post Tracking Number to confirm this registered mailing. I am satisfied that the landlord served the above documents and copies of the landlord's written evidence package to the tenant in accordance with the *Act*.

At the commencement of the hearing, the landlord advised that the tenant has not paid rent for August 2013. She said that this rent had increased from \$800.00 to \$830.00 as of August 1, 2013. She requested authorization to amend the requested amount of the landlord's monetary award from \$1,650.00 to \$2,480.00, to reflect this additional unpaid rent. Under the circumstances, I allowed the landlord to amend the requested amount of the monetary award to \$2,480.00 to reflect developments that have occurred since the landlord filed the application for dispute resolution.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent? Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This periodic tenancy commenced on August 1, 2012. Monthly rent until August 1, 2013, was set at \$800.00, payable in advance on the first of each month. As noted above, monthly rent increased to \$830.00 on August 1, 2013. The landlord continues to hold the tenant's \$400.00 security deposit paid on August 1, 2012.

The landlord's amended application for a monetary award of \$2,480.00 include the following items:

Item	Amount
Unpaid June 2013 Rent	\$800.00
Unpaid July 2013 Rent	800.00
Unpaid August 2013 Rent	830.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order Requested	\$2,480.00

The landlord testified that no payments have been received towards this tenancy since the 10 Day Notice was posted on the tenant's door on June 6, 2013.

Analysis

The tenant failed to pay the June 2013 rent in full within five days of receiving the 10 Day Notice to End Tenancy. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have been served with the 10 Day Notice on June 9, 2013. In accordance with section 46(5) of the *Act*, the tenant's failure to take either of these actions within five days led to the end of his tenancy on the corrected effective date of the notice. In this case, this required the tenant to vacate the premises by July 19, 2013. As that has not occurred, I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Based on the undisputed evidence before me, I find that the landlord is entitled to a monetary award of \$800.00 for each of June and July 2013 for unpaid rent and \$830.00 for unpaid rent owing for August 2013.

I allow the landlord to retain the tenant's security deposit plus applicable interest in partial satisfaction of the above-noted monetary award. No interest is payable over this period. As the landlord has been successful in this application, I allow the landlord to recover the \$50.00 filing fee for this application from the tenant.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary Order in the landlord's favour under the following terms, which allows the landlord to recover unpaid rent and the filing fee and to retain the tenant's security deposit:

Item	Amount
Unpaid June 2013 Rent	\$800.00
Unpaid July 2013 Rent	800.00
Unpaid August 2013 Rent	830.00
Less Security Deposit	-400.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	\$2,080.00

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: August 07, 2013

Residential Tenancy Branch

