



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Affordable Housing Charitable Association
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.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenant confirmed that she received the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) posted on her door by the landlord on July 5, 2013. The tenant also confirmed that she received a copy of the landlord's dispute resolution hearing package sent to her by registered mail by the landlord on July 18, 2013. I am satisfied that the landlord served these documents as well as copies of the landlord's written evidence in accordance with the *Act*.

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 for a subsidized housing unit began on November 1, 2006. The tenant's portion of the economic rent is currently set at \$510.00 for rent plus \$40.00 for

cable television. The landlord continues to hold a \$500.00 security deposit paid for this tenancy on October 26, 2006.

The landlord's 10 Day Notice identified \$510.00 in unpaid rent and \$40.00 in unpaid utilities. Both parties agreed that the tenant has not paid anything further towards this tenancy since she received the 10 Day Notice. As an additional \$550.00 became owing as of August 1, 2013, the landlord asked for authorization to increase the amount of the requested monetary award to \$1,100.00. Under these circumstances, I agreed to increase the amount of the requested monetary award to \$1,100.00.

Although the tenant testified that she had not received an adjustment in her rent subsidy that she was supposed to have been provided, she submitted no written evidence to support her position that the amount of monthly rent requested by the landlord was incorrect. She said that she had offered to enter into a repayment arrangement with the landlord on July 18, 2013, but the landlord had refused her proposal. She also confirmed that she had not paid anything towards the \$550.00 identified as owing in the 10 Day Notice within 5 days of being deemed served with the 10 Day Notice.

Analysis

The tenant failed to pay the amount identified as owing for rent and utilities within five days of being deemed to have received the 10 Day Notice. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of receiving the 10 Day Notice. 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 her tenancy on the corrected effective date of the notice. In this case, this required the tenant to vacate the premises by July 18, 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 evidence before me, I find that the landlord is entitled to a monetary award of \$550.00 for each of July and August 2013, as rent and utilities have not been paid for these months. I allow the landlord to retain the tenant's security deposit plus applicable interest. As the landlord has been successful in this application, I allow the landlord to recover the \$50.00 filing fee 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 utilities as well as the filing fee for this application and to retain the tenant's security deposit:

Item	Amount
Unpaid July 2013 Rent & Utilities	\$550.00
Unpaid August 2013 Rent & Utilities	550.00
Less Security Deposit plus Interest (\$500.00 + \$15.59 = \$515.59)	-515.59
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	\$634.41

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 22, 2013

Residential Tenancy Branch

