



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Elizabeth Manor
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on February 1, 2010, and a security deposit of \$425.00 was collected on January 21, 2010. The current monthly rent is \$875.00, and it is due and payable in advance on the first day of each month.

Arising from rent which remained unpaid when due on August 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated August 2, 2013. The notice was served by way of posting on the unit door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is August 13, 2013. Subsequently, on August 23, 2013 the tenant made a payment of \$950.00. The landlord applied this payment toward the unpaid rent of \$875.00 for August, and applied the balance of \$75.00 toward rent for September. No further payments have been made, and the tenant continues to reside in the unit. In exchange for the tenant's payment of \$950.00, the landlord issued a receipt "for use and occupancy only."

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence and testimony of the parties, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated August 2, 2013. The tenant did not pay the full amount of rent outstanding within 5 days of receiving the notice, and did not apply to dispute the notice. The tenant 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. Accordingly, I find that the landlord has established entitlement to an **order of possession**.

As for the monetary order, I find that the landlord has established a claim of **\$900.00**:

\$25.00: fee assessed for late payment of rent for August
\$800.00: balance of unpaid rent for September (\$875.00 - \$75.00)
\$25.00: fee assessed for late payment of rent for September
\$50.00: filing fee

Sub-total: \$900.00

I order that the landlord retain the security deposit of **\$425.00**, and I grant the landlord a **monetary order** for the balance owed of **\$475.00** (\$900.00 - \$425.00).

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$475.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order 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: September 19, 2013

Residential Tenancy Branch

