



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lighthouse Realty Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, O

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
- other unspecified remedies.

The tenant did not attend this hearing, although I waited until 3:14 p.m. in order to enable her to connect with this teleconference hearing scheduled for 3:00 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 he handed the tenant a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on July 17, 2013. The landlord testified that he sent the tenant a copy of the landlord's dispute resolution hearing package by registered mail on August 2, 2013. He provided a copy of the Canada Post Tracking Number and Customer Receipt to confirm this registered mailing. He said that the hearing package was refused by the tenant and returned by Canada Post. The landlord also testified that he posted a copy of the hearing package on the tenant's door on August 3, 2013. I am satisfied that the landlord served the above documents and his written evidence package to the tenant in accordance with the *Act*. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's dispute resolution hearing package on August 7, 2013, the fifth day after its registered mailing.

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?

Background and Evidence

This tenancy began on October 5, 2012. Monthly rent for this periodic tenancy is \$750.00, payable in advance on the first of each month, plus heat and hydro. The landlord continues to hold the tenant's \$375.00 security deposit paid on October 2, 2012.

At the commencement of the hearing, the landlord testified that he obtained a monetary Order of \$1,270.00 for this tenancy by way of a decision and monetary Order I issued on May 28, 2013. He testified that no further payments have been received from this tenancy since May 22, 2013. The landlord revised his requested monetary award from \$3,570.00 to \$3,080.00. The revised amount reflected the tenant's non-payment of rent of \$750.00 for each of the past four months and non-payment of late fees of \$20.00 for each of the past four months.

Analysis

The tenant failed to pay the amount identified as owing in full on the 10 Day Notice of July 17, 2013, within five days of receiving that 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 effective date of the notice. In this case, this required the tenant to vacate the premises by July 27, 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 sworn testimony and written evidence before me, I find that the landlord is entitled to a monetary award of \$750.00 for each of June, July, August and September 2013, plus \$20.00 in late fees for each of these four months.

I allow the landlord to retain the tenant's security deposit in partial satisfaction of the monetary award issued in this decision, plus applicable interest. No interest is payable over this period.

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 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 late fees and to retain the tenant's security deposit.

Item	Amount
June 2013 Rent	\$750.00
June 2013 Late Fee	20.00
July 2013 Rent	750.00
July 2013 Late Fee	20.00
August 2013 Rent	750.00
August 2013 Late Fee	20.00
September 2013 Rent	750.00
September 2013 Late Fee	20.00
Less Security Deposit	-375.00
Total Monetary Order	\$2,705.00

The landlord is provided with a formal copy of an Order of Possession. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 09, 2013

Residential Tenancy Branch

