



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Colliers Macaulay Nicolls Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD

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 and to keep all or part of the security deposit.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

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 September 15, 2013 on a fixed term tenancy until September 30, 2014 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$1,850.00 payable on the 1st of each month and a security deposit of \$925.00 was paid on September 13, 2013.

Both parties confirmed in their direct testimony that the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent dated September 30, 2013. The notice states that rent of \$1,850.00 + \$25.00 NSF Fee were due on September 13, 2013 that

was not paid. The notice also states an effective vacancy date of October 9, 2013. The Landlord clarified that the Tenant began her Tenancy on September 15, 2013 and paid a partial pro-rated rent of \$925.00 and \$925.00 security deposit by cheque for \$1,850.00. The cheque was returned as NSF. Both parties agreed that no rent has been paid since the beginning of the tenancy. The Landlord seeks a monetary claim of 5,600.00 for unpaid rent and NSF charges.

Analysis

I accept the undisputed testimony of both parties and find that the Tenant has been served with a 10 day notice to end tenancy issued for unpaid rent dated September 30, 2013. The Tenant admitted in her direct testimony that no rent has been paid since the beginning of the tenancy and that the \$925.00 was not paid. The Landlord is granted 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 for the monetary claim, I find upon review of the direct testimony and the submitted documentary evidence that the Landlord has established a claim for unpaid rent for September (\$925.00), October (\$1,850.00) and November (\$1,850.00), totalling \$4,625.00 in unpaid rent. The Landlord has also established a claim for \$50.00 in NSF Charges for September (\$25.00) and October (\$25.00). This is a total monetary claim of \$4,675.00 as opposed to the Landlord's claim of \$5,600.00. The Landlord has failed to provide any other details for the remaining portion.

Although the Landlord has applied to retain the security deposit, I find based upon the evidence that as no security deposit was paid and that the Tenancy is at an end that no order is necessary.

The Landlord is also entitled to recovery of the \$100.00 filing fee. I grant the Landlord a monetary order for \$4,775.00. 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 \$4,775.00.

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: November 22, 2013

Residential Tenancy Branch

