



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR Limited Partnership.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord testified each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on September 25, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenants on the 5th day after it was mailed.

Based on the testimony of the landlord, I find that the tenants have been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on June 30, 2009 for a month to month tenancy beginning on July 1, 2009 for a current monthly rent of \$736.00 due on the 1st of each month and a security deposit of \$350.00 was paid; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on September 4, 2013 with an effective vacancy date of September 14, 2013 due to \$736.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenants failed to pay the full rent owed for the month of September 2013 and that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it on the rental unit door on September 4, 2013, 2013 at 3:00 p.m. and that this service was witnessed by a third party.

The Notice states the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days.

The landlord testified the tenants paid a portion of the September 2013 rent on September 11, 2013 in the amount of \$735.00 leaving a balance for September owing of \$1.00. The landlord testified the tenants have also paid rent in the amount of \$736.00 for October 2013. The landlord testified receipts for use and occupancy only were issued. The landlord submits the tenants still owe a total of \$62.00 for late payment fees and outstanding rent.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenants on September 7, 2013 and the effective date of the notice is amended to September 17, 2013, pursuant to Section 53 of the *Act*. I accept the evidence before me that the tenants failed to pay the rent owed in full within the 5 days granted under Section 46(4) of the *Act*.

Based on the foregoing, I find the tenants are conclusively presumed under Section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$112.00** comprised of \$62.00 rent owed and late fees and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit held in the amount of \$350.00 in satisfaction of this claim. I note this leaves a balance of \$238.00 in the security deposit to be administered in accordance with the requirements of the *Act* at the end of the tenancy.

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 01, 2013

Residential Tenancy Branch

