



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
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 December 1, 2012. Monthly rent of \$1,100.00 is due and payable in advance on the first day of each month, and a security deposit of \$550.00 was collected.

Arising from rent which was unpaid when due on September 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated September 6, 2013. The notice was served by way of posting on the unit door on September 9, 2013. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is September 16, 2013. Subsequently, the tenant made a payment of \$1,125.00 on October 11, 2013. This amount is comprised of unpaid rent for September of \$1,100.00, and a \$25.00 "returned cheque charge." No further payments have been made, and the tenant continues to have possession of the unit.

Analysis

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

Based on the documentary evidence and testimony, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated September 6, 2013. The tenant did not pay the full amount of outstanding rent 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**. During the hearing the landlord's agent requested that an order of possession be made effective **January 31, 2014**.

Documentary evidence submitted by the landlord includes pages from the "Resident Ledger Summary Report." Having reviewed this report, it is not abundantly clear to me how the landlord has calculated the tenant's debt for rent and certain charges in the total amount of \$4,555.00. I note that in a letter to the landlord dated October 2, 2013, the tenant states, in part, as follows:

On numerous occasions I have notified that rent would be late and not to debt [sic] my account as funds wouldn't be in [the] account and that I would pay with cheque or money order as I couldn't afford the additional [NSF] charges that the banks would charge. (please remove pad off my account as I will issue cheques or money orders.)

In view of the tenant's instruction to the landlord, as above, the aspects of the landlord's application which concern recovery of "returned cheque charges" for November and December 2013 and January 2014, are hereby dismissed. Further, in the absence of sufficient clarity, any additional compensation sought by the landlord which comprises the total sought of \$4,555.00 is hereby dismissed.

In the result, I find that the landlord has established a claim of **\$4,475.00**:

\$1,100.00: *unpaid rent for October 2013*
\$25.00: *returned cheque charge*
\$1,100.00: *unpaid rent for November 2013*
\$1,100.00: *unpaid rent for December 2013*
\$1,100.00: *unpaid rent for January 2014*
\$50.00: *filing fee*

I order that the landlord retain the security deposit of **\$550.00**, and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$3,925.00** (\$4,475.00 - \$550.00).

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **Friday, January 31, 2014**. 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 **\$3,925.00**. 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: January 09, 2014

Residential Tenancy Branch

