



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding New Vista Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

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 December 1, 2007 as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$398.00 payable on the 1st of each month and a security deposit of \$223.50 was paid on December 31, 2007. Both parties agreed during the hearing that monthly rent was increased from \$398.00 to \$402.00 starting on September 2013.

The Landlord states that the Tenant was served with a 10 day notice to end tenancy issued for unpaid rent dated November 4, 2013 by posting to the rental unit door on the same date. The notice states that the Tenant failed to pay rent of \$1,444.00 that was due on November 1, 2013. The notice states an effective vacancy date of November 18, 2013. The Tenant confirmed in her direct testimony that she did receive the 10 day notice and that there were other notices served as well by the Landlord for unpaid rent.

The Landlord states that the Tenant has failed to pay rent of \$2,248.00. This consists of unpaid rent for August of \$398.00, September of \$398.00 plus \$20.00 NSF charge, October of \$197.00 plus \$20.00 NSF charge, November of \$402.00, December of \$402.00 and January of \$402.00, totalling, \$2,048.00. The Tenant confirmed in her

direct testimony that she is not disputing the Landlord's claims of unpaid rent as stated in the details of dispute. The Tenant stated that she sent her rent money to the Philippines to assist in the disaster relief and did not pay any rent as specified by the Landlord.

Analysis

I accept the undisputed testimony of both parties and find that the Tenant was properly served with the 10 day notice to end tenancy issued for unpaid rent. The Tenant admitted in her direct testimony to not paying the amount owed or filing for dispute resolution. The Tenant admitted in her direct testimony that she did not pay the rent. The Landlord has established grounds for unpaid rent as specified in the detail of dispute. 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 for enforcement.

The Landlord has established a claim for unpaid rent based upon the undisputed evidence provided for \$2,248.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$223.50 security deposit and the accumulated interest to date of \$3.36 in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$2,071.44. 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 \$2,071.14. The Landlord may retain the \$223.50 security deposit and the accumulated interest to date of \$3.36.

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 15, 2014

Residential Tenancy Branch

