



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Gateway Property Management Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation – Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served in person with the application for dispute resolution and notice of hearing on December 3, 2013 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on August 1, 2013. Rent of \$830.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$415.00 as

a security deposit from the Tenant. The Tenant failed to pay full rent for October 2013 and on October 25, 2013 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice on the door. The Tenant has not made an application for dispute resolution, has not paid the arrears and moved the final items out of the unit on January 3, 2014. The Landlord claims unpaid rent and no longer requires an order of possession.

### Analysis

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement. Where a tenant has been served with a notice to end tenancy for unpaid rent, fails to pay the rent and remains in the unit past the effective date of the Notice, the tenant is required to pay over holding rent until the unit is no longer occupied by the tenant. Based on the Landlord's undisputed evidence I find that the Landlord has substantiated an entitlement to unpaid rent of \$360.00 for October, 2013, \$830.00 for November 2013 rent, \$830.00 for December 2013 rent and rent of \$80.32 for over holding rent to January 3, 2014. The Landlord is also entitled to recovery of the \$50.00 filing fee for a total monetary amount of **\$2,150.32**. Setting the security deposit of \$415.00 plus zero interest off the entitlement leaves **\$1,735.32** owed by the Tenant to the Landlord.

### Conclusion

**I order** that the Landlord retain the **deposit** and interest of \$415.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$1,735.32**. If necessary, this order may be 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 23, 2014

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Residential Tenancy Branch

