



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, 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. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89(2) of the Residential Tenancy Act (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. The landlord provided proof of registered mail service inclusive of the tracking number for the mail.

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 tenant still resides in the unit. The tenancy began July 2008. I have benefit of a copy of the tenancy agreement signed by the parties. The tenancy agreement states rent in the amount of \$1025.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$512.50 which the landlord retains in trust. The tenant failed to pay all rent in the month of December 2013 and on December 02, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of outstanding rent in the amount of \$325.00, by posting it on their door. The tenant did not pay the outstanding rent and did not vacate. The tenant further failed to pay all the rent owing in the month of January 2013, creating another \$325.00 shortfall. The landlord's monetary claim is for the unpaid rent. The landlord also seeks administrative charges for late payment of rent as per the tenancy agreement in the amended amount of \$25.00 per month - as per Residential Tenancy Regulation.

Analysis

Based on the undisputed testimony and document evidence before me I find that the

tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. I find that the landlord is entitled to an **Order of Possession**. I also find that the landlord has established a monetary claim for unpaid rent and administrative charges totaling \$50.00. The landlord is also entitled to recovery of the \$50.00 filing fee. The security deposit will be off-set.

Calculation for Monetary Order:

Rental arrears for December 2013	\$325.00
Late charge	25.00
Rental arrears for January 2014	325.00
Late charge	25.00
Filing fee	50.00
<i>Less applicable security deposit and applicable interest</i>	<i>-516.36</i>
Total monetary award	\$233.64

Conclusion

I grant an Order of Possession to the landlord **effective 2 days from the day it is served on the tenant**. The tenant must be served with this Order. 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.

I Order that the landlord retain the deposit and applicable interest in the total of \$516.36 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$233.64**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 14, 2014

Residential Tenancy Branch