



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VILLAGE TOWERS C/O GATEWAY PROPERTY MANAGEMENT CORP
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 claim for administrative charges as per the tenancy agreement.

I further 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 provided proof of mail registration inclusive of the tracking number for the mail.

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 June 2009. I have benefit of the tenancy agreement signed by the parties on May 29, 2009. Rent in the amount of \$1330.00 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 \$650.00. The tenant failed to pay rent in the month of December 2013 and on December 16, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it on their door. It must be noted that the 10 Day Notice is a version dated 2006. The tenant still resides in the unit and further failed to pay rent in the month of January 2014. The landlord's monetary claim is for the unpaid rent. The landlord also claims \$25.00 per month for late fees as per the tenancy agreement. In addition the landlord claims \$25.00 for non sufficient funds (NSF) for a returned cheque.

Analysis

Based on the 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 despite that it is not a current version I find it contains the required elements so as the tenant is not prejudiced by it. 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 further find that the landlord has established a monetary claim for unpaid rent and 2 late fee charges. The landlord has not provided proof they incurred a charge for NSF therefore that portion of their claim is **dismissed**. The landlord is also entitled to recovery of the \$50 filing fee. Any applicable security deposit will be off-set from the award herein.

Calculation for Monetary Order

Rent for December 2013	\$1330.00
Late payment charge December 2013	25.00
Rent for January 2014	1330.00
Late payment charge January 2014	25.00
Filing fee	50.00
<i>Less applicable security deposit and applicable interest</i>	<i>-650.00</i>
Total monetary award	\$2110.00

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 security deposit of \$650.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$2110.00**. 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