



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, late fees and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

The landlord served the notice of hearing on the tenant on January 14, 2014 by registered mail. The landlord filed a tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order for unpaid rent, late fees and the filing fee and to retain the security deposit?

Background and Evidence

The tenancy started in August 2013. The monthly rent is \$1,320.00 due in advance on the first of each month. Prior to moving in, the tenant paid a security deposit of \$660.00. The landlord filed a copy of the signed tenancy agreement which contains a clause requiring the tenant to pay a late fee of \$25.00 for late rent.

The landlord testified that the tenant failed to pay rent for January 2014. On January 09, 2014 the landlord served the tenant with a notice to end tenancy for unpaid rent. The tenant did not dispute the notice and also did not pay all the outstanding rent. On March 06, 2014, the landlord entered the unit after providing adequate notice and found that the tenant had moved out. Some of the tenant's belongings were still present inside the rental unit. The landlord has also applied for an order of possession and a monetary order for rent plus late fee for January, February and March 2014.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy on January 09, 2014 and did not pay outstanding rent nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I find that the landlord is entitled to \$1,320.00 for unpaid rent plus \$25.00 for the late fee for each of the months of January, February and March 2014 for a total of \$4,035.00. Since the landlord has proven her case, she is also entitled to the recovery of the filing fee of \$50.00.

I order that the landlord retain the security deposit of \$660.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$3,425.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant and a monetary order in the amount of **\$3,425.00**.

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: March 12, 2014

Residential Tenancy Branch

