



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Proline Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPR; MNR; MNSD; FF

### **Introduction**

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent ; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the rental unit on January 22, 2014. The Landlord provided the tracking numbers for the registered documents. The Landlord's agent stated that the documents were returned to the Landlord, unclaimed.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being duly served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

### **Issues to be Decided**

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

### **Background and Evidence**

The Landlord's agent gave the following testimony and evidence:

This tenancy began on January 1, 2014. Monthly rent is \$975.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$487.50 on December 20, 2013.

On January 9, 2014, the Landlord's agent served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent, by handing the Notice to the Tenant at the rental unit. A

copy of the Notice was provided in evidence. The Tenant has not paid any of the outstanding rent, in the amount of \$975.00.

The Landlord's agent requested a monetary award, calculated as follows:

Unpaid rent for January, 2014	\$975.00
Recovery of filing fee	<u>\$50.00</u>
Subtotal	\$1,025.00
Less set-off of security deposit	<u>-\$487.50</u>
TOTAL	\$537.50

### **Analysis**

I accept that the Landlord served the Tenant with the Notice to End Tenancy on January 9, 2014. The Tenant did not pay all of the arrears, or file for dispute resolution, within 5 days of receiving the documents. Therefore, pursuant to Section 46(5) of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on January 19, 2014.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I find that the Landlord is entitled to an Order of Possession and a Monetary Order in the amount of \$537.50, as claimed.

### **Conclusion**

I hereby grant the Landlord an Order of Possession **effective 2 days after service of the Order upon the Tenant**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby grant the Landlord a Monetary Order in the amount of **\$537.50** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: March 06, 2014

---

Residential Tenancy Branch

