



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Creighton and Associates Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave undisputed testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?
Is the Landlord entitled to a monetary order?
Is the Landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on March 1, 2010 on a fixed term tenancy ending on February 28, 2011 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$1,100.00 payable on the 1st of each month and a security deposit of \$525.00 was paid on February 14, 2010.

The Landlord states that the Tenants were served with a 10 day notice to end tenancy issued for unpaid rent dated January 6, 2014 by posting it to the rental unit door on the same date. The notice states that the Tenant failed to pay rent of \$500.00 that was due on January 1, 2014 and shows an effective end of tenancy date of January 16, 2014. The tenants both confirmed that the rent was not paid on time. In further discussions, both parties agreed that partial rent payments have been made by the Tenant to the

Landlord for use and occupancy only after the effective end of tenancy date. Both parties have confirmed that as of the date of this hearing that there is \$800.00 in rent arrears owing as the Tenants have been making late rent payments.

Analysis

I accept the undisputed testimony of both parties and find that the Tenants were properly served with the 10 day notice to end tenancy issued for unpaid rent dated January 6, 2014 by posting it to the rental unit door. The Tenants are deemed to have been served in this fashion on January 9, 2014. The effective date of the notice is automatically corrected to January 19, 2014. Based upon the undisputed testimony of both parties, the Landlord has established grounds that the Tenants failed to pay rent within the allowed time frame after having received the notice. The Tenants did not pay the rent or file an application for dispute resolution within the allowed time frame. The Landlord is granted an order of possession. This order must be served upon the Tenants. Should the Tenants fail to comply the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary claim, I find based again on the direct testimony of the Tenants and the documentary evidence submitted by the Landlord that a claim has been established for \$800.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$525.00 security deposit in partial satisfaction of the claim and I grant a monetary order for the balance due of \$325.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$325.00. The Landlord may retain the security deposit.

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

