



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      MNR, MNSD, OPR, FF

### Introduction:

This was an application by the landlord for an Order for Possession, a Monetary Order and an Order to retain the security deposit in partial satisfaction of the monetary claim. Only the landlord attended the application.

### Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

### Background and Evidence:

The landlord's agent testified that the tenancy began on April 1, 2013 with rent in the amount of \$ 850.00 due in advance on the first day of each month. The tenant paid a security deposit of \$ 425.00 on July 29, 2013. The landlord's agent testified that he served the Notice to End the tenancy dated February 6, 2014 on the same day by posting it to the tenant's door and the dispute resolution package by sending it to the tenant on March 5, 2014 by registered mail. The landlord's agent testified that the arrears from February through March 2014 were \$ 1,059.40. The landlord claimed for \$ 50.00 parking for February and two NSF charges at \$ 25.00 per month as the tenant's direct deductions were dishonoured.

### Analysis:

The landlord testified that he submitted his evidence by fax on March 21, 2014. This is contrary to our rules of procedure as it is less than 5 days prior to a hearing. Furthermore I had not received any evidence at the time of the hearing. I permitted the landlord to testify about the contents of and fax in a copy of the Notice to End the Tenancy only.

The Notice to End the Tenancy is not a form obtained from the Residential Tenancy Branch. Rather it is one that the landlord has replicated. In so doing the landlord has omitted several fields, and in particular the field requiring the landlord to specify its telephone and fax numbers. The landlord is cautioned that it must use the form exactly as prescribed unaltered or the original form from the RTB or it may be invalid.

Based on the evidence of the landlord I find that the tenant was deemed to have been personally served with a Notice to End Tenancy for non-payment of rent on February 9, 2014, 2014 by posting it to the door on February 6, 2014. I find that the application for Dispute Resolution was deemed to have been served by registered mail on March 10, 2014.

The tenant has not paid all the outstanding rent on time and has not applied for arbitration to dispute the Notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an order for possession effective two days after service on the tenant. As I had not received a copy of the landlord's tenancy agreement I have dismissed the landlord's claim for NSF charges and parking fees as unsupported by documentary evidence.

I find that the landlord has established a claim for unpaid rent totalling \$ 1,059.40 and the filing fee of \$ 50.00.

Conclusion:

I have granted the landlord an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I order that the landlord retain the deposit and interest of \$ 425.00 and I grant the landlord an order under section 67 for the balance due of **\$ 684.40**. This order may be filed in the Small Claims Court and enforced as an order of that Court. This Decision and all Orders must be served on the tenant as soon as possible. I have dismissed all other claims.

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 24, 2014

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Residential Tenancy Branch

