



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ladha Enterprises Ltd.
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.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenant did not attend or submit any documentary evidence. The landlord states that the tenant was served with the notice of hearing package by Canada Post Registered mail on February 17, 2014 as shown by the submitted copy of the Canada Post Customer Receipt. As such, I am satisfied that the tenant was properly served with the notice of hearing package and the submitted documentary evidence.

The landlord clarified at the beginning of the hearing that the tenant has vacated the rental unit sometime in March, but is not sure of the exact date. The landlord states that she gained physical possession of the rental unit on March 26, 2014 after posting a notice to inspect the premises on March 25, 2014. The landlord states that she obtained a key to the rental unit from another tenant, who stated that she received the key from the tenant to clean the unit. As such, no further action is required for the landlord's request to obtain an order of possession.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?
Is the landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on December 31, 2012 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$600.00 and a security deposit of \$300.00 was paid.

The landlord states that the tenant was served with a 10 day notice to end tenancy issued for unpaid rent dated February 2, 2014 by posting it to the rental unit door. The notice states that the tenant failed to pay rent owing of \$2,325.00 that was due on February 1, 2014. The notice also states an effective end of tenancy date of February 12, 2014. The landlord states that the arrears consist of \$450.00 for November 2013, \$600.00 for December 2013, \$600.00 for January 2014 and \$600.00 for February 2014. The landlord also states that the tenant owes \$25.00 for a late rent fee for December 2013, \$25.00 for January 2014 and \$25.00 for February 2014.

The landlord seeks a monetary claim \$2,250.00 for rent arrears, \$75.00 for late rent fees and \$50.00 for recovery of the filing fee, totalling, \$2,375.00 and to offset this claim against the \$300.00 security deposit currently held by the landlord.

Analysis

I accept the undisputed testimony of the landlord and find that the tenant was properly served with the 10 day notice to end tenancy for unpaid rent dated February 2, 2014 by posting it to the rental unit door. The tenant did not pay the rent arrears, nor did he file an application for dispute resolution to dispute the notice. I find on a balance of probabilities that the landlord has established a claim for \$2,325.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$300.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order for the balance due of \$2,075.00. 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 a monetary order for \$2,075.00.
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: April 08, 2014

Residential Tenancy Branch

