



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD, FF

### Introduction

This is an application filed by the landlord for an order of possession and a monetary order for unpaid rent, for money owed or compensation for damage or loss, 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 tenants did not attend or submit any documentary evidence. The landlord states that the two tenants were served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on March 14, 2014 and has submitted copies of two Customer Receipt Tracking numbers. As such, I am satisfied that both parties have been properly served with the notice of hearing package and the submitted documentary evidence.

The landlord clarified at the beginning of the hearing that as of the date of this hearing the tenant is in arrears for \$150.00 in rent and \$25.00 for a late rent fee for March 2014, totalling, \$225.00. The landlord still seeks an order of possession as receipts for late rent paid have been issued for use and occupancy only.

### 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 September 1, 2013 on a fixed term tenancy ending on August 31, 2014 as shown by the submitted copy of the signed tenancy agreement. The

monthly rent is \$850.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$425.00 was paid.

The landlord states that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated March 2, 2014 by posting it to the rental unit door on March 2, 2014 with a witness. The notice shows that the tenant failed to pay rent of \$1,000.00 that was due on March 1, 2014. The notice also displays an effective end of tenancy date of March 12, 2014. The landlord states that the tenant was served with the notice by posting it to the rental unit door on March 2, 2014 with a witness and has provided a completed proof of service document as confirmation. The landlord also states that the tenant paid \$850.00 on March 2, 2014 leaving an outstanding balance of \$175.00. A receipt for use and occupancy only have been issued for each month since January 2014. The landlord states that the arrears consists of \$150.00 from rent owed from January and \$25.00 for a late rent fee for March 2014.

The landlord seeks an order of possession and a monetary order for \$175.00.

### Analysis

I accept the undisputed testimony of the landlord and find that the tenants have been properly served with a 10 day notice to end tenancy issued for unpaid rent dated March 2, 2014 by posting it to the rental unit door with a witness. The landlord has issued receipts each time for rent paid for use and occupancy only and has declared to the tenants that the tenancy is not being reinstated. The tenants did not pay the late rent within the allowed timeframe and have not filed an application for dispute resolution to dispute the notice. The tenants are conclusively presumed to have accepted that the tenancy is at an end. The landlord is granted an order of possession. The tenants must be served with the order of possession. Should the tenants fail to comply with the order, 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 upon the undisputed evidence that the tenants are in arrears for \$150.00 owing from January 2014 and the late rent fee of \$25.00 for March 2014 based upon the written receipts. The tenants were also properly served with a 10 day notice for unpaid rent (arrears) and failed to pay the outstanding balance. The landlord has established a monetary claim of \$175.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord may retain the outstanding balance of \$225.00 from the \$425.00 security deposit in full satisfaction of this claim.

Conclusion

The landlord is granted an order of possession.

The landlord may retain \$225.00 from the \$425.00 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 23, 2014

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Residential Tenancy Branch

