



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services 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 and the submitted documentary evidence on March 5, 2014 by Canada Post Registered Mail and has provided a copy of the Customer Receipt Tracking number as confirmation. I am satisfied based upon the undisputed evidence of the landlord that the tenant was properly served with the notice of hearing package and the submitted documentary evidence.

The landlord seeks to amend the monetary claim to include April 2014 rent of \$849.00 as the tenant is still occupying the rental unit and has not paid any rent.

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

The landlord states that the tenant was served with a 10 day notice to end tenancy issued for unpaid rent dated February 13, 2014 by posting it to the rental unit door on

the same date. The notice states that the tenant failed to pay rent of \$917.00 that was due on February 1, 2014 and that the effective end of tenancy date is February 23, 2014. The landlord clarified in her direct testimony that monthly rent is \$849.00 and that arrears consists of \$43.00 in rent arrears prior to February, \$849.00 for February 2014 rent, \$25.00 for a late rent fee for February, \$849.00 for March 2014 rent and \$849.00 for April 2014 rent, totalling, \$2,615.00. The landlord seeks an order of possession and a monetary order for unpaid rent of \$2,615.00.

The landlord states that there is a signed tenancy agreement, but that one was not included in the late evidence package received on April 14, 2014. The landlord also states in her direct testimony that there was a \$387.50 security deposit that was paid in July of 2009.

The landlord states that the tenant has failed to pay any rent since the notice dated February 13, 2014 was served and is still occupying the rental unit.

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 issued for unpaid rent dated February 13, 2014 by posting it to the rental unit door on the same date. The tenant failed to pay the amount owed within the allowed timeframe nor did he file an application for dispute resolution to dispute the notice. The tenant is conclusively presumed to have accepted that the tenancy was at an end. The landlord is granted an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

As for the monetary claim, I find based upon the undisputed testimony on a balance of probabilities that the tenant has failed to pay rent. The landlord has established a monetary claim for \$2,615.00 in unpaid rent and a late fee charge. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord may retain the \$387.50 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$2,277.50. 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 \$2,277.50. The landlord may retain the \$387.50 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

Residential Tenancy Branch

