



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent and the tenant.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for late fees; for storage locker rental fees; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on October 12, 2011 for a 6 month fixed term tenancy beginning on November 1, 2011 that converted to a month to month tenancy on May 1, 2012 for the monthly rent of \$750.00 due on the 1<sup>st</sup> of each month and a security deposit of \$375.00 was paid. The tenancy agreement includes a clause that the tenant is required to pay a \$25.00 fee for any rent that is late; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on March 5, 2014 with an effective vacancy date of March 15, 2014 due to \$750.00 in unpaid rent.

The landlord submits the tenants failed to pay the full rent owed for the month of March 2014 and that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on March 5, 2014.

The Notice states the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days. The landlord submitted that the tenants have made several payments for outstanding rent, beginning on March 10, 2014 (\$480.00); April 7, 2014 (\$850.00); and April 22 (\$200.00). The parties agree that the only outstanding rent remaining is for the month of May 2014.

The landlord seeks compensation for late payment of rent as per the tenancy agreement in the amount of \$75.00 for March, April and May, 2014. The landlord also seeks compensation for the payment of a storage locker fee in the amount of \$20.00 per month for the same period.

### Analysis

I have reviewed all documentary evidence and accept that the tenants have been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenants on March 8, 2014 and the effective date of the notice is amended to March 18, 2014, pursuant to Section 53 of the *Act*. I accept the evidence before me that the tenants failed to pay the rent owed in full within the 5 days granted under Section 46(4) of the *Act*.

Based on the foregoing, I find the tenants are conclusively presumed under Section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

I find, based on the undisputed testimony, that the landlord is also entitled to a monetary order for the unpaid rent for May 2014 and late fees for the months of March, April, and May 2014. However, as the terms of the tenancy do not require the payment of any monies for storage costs I dismiss the portion of the landlord's claim for the recovery of storage fees of \$20.00 per month.

### Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$875.00** comprised of \$750.00 rent owed; \$75.00 late fees owed and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: May 12, 2014

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Residential Tenancy Branch

