



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent and money owed or compensation for damage or loss, for authority to retain the tenant's security deposit and to recover the filing fee.

The landlord's agents (hereafter "landlord") attended; the tenant did not attend the telephone conference call hearing.

The landlords gave evidence that they served the tenant with the Application for Dispute Resolution and Notice of Hearing by leaving it with the tenant on May 28, 2014.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit due to unpaid rent, monetary compensation, and to recover the filing fee?

Background and Evidence

The landlord stated that there was a written tenancy agreement, but this document was not provided into evidence. The landlord stated that this single room occupancy

tenancy began on December 1, 2013, monthly rent is \$525, payable on the 1st day of the month, and a security deposit of \$262.50 was paid by the tenant at the beginning of the tenancy on December 1, 2013.

The landlord gave evidence that on May 2, 2014, the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by leaving it with the tenant and by attaching it to the tenant's door, listing an accumulated rent deficiency rent of \$1350 as of May 1, 2014. The effective vacancy date listed on the Notice was May 17, 2014.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution.

The landlord stated that the tenant has not made any further rent payments since the Notice was issued and as of the date of the hearing, the tenant owed \$2400 in unpaid rent, which includes unpaid rent for July 2014.

The landlords requested that their application be amended to increase their monetary claim of \$1350 to the amount of \$2400, due to unpaid rent for June and July.

I have no evidence before me that the tenant applied to dispute the Notice.

Analysis

Based on the landlord's undisputed evidence, I find the landlord submitted sufficient evidence to prove that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay the outstanding rent or file an application for dispute resolution in dispute of the Notice within five days of service and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I therefore find that the landlord is entitled to an order of possession for the rental unit effective two days after service of the order upon the tenant.

I accept the landlord's request to amend their application to seek unpaid rent for June and July, as the tenant has failed to pay this rent and remains in the rental unit; I therefore find the landlord is entitled to a monetary award for a total rent deficiency of \$2400.

I allow the landlord to recover the filing fee paid for this application, in the amount of \$50.

I find that the landlord is entitled to a monetary award of \$2450, comprised of outstanding rent of \$2400 through July, 2014, and the \$50 filing fee paid by the landlord for this application.

Conclusion

The landlord's application has been granted.

I grant the landlord a final, legally binding order of possession for the rental unit, which is enclosed with the landlord's Decision. Should the tenant fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

The landlord has been granted a monetary award in the amount of \$2450.

At the landlord's request, I allow the landlord to retain the tenant's security deposit of \$262.50 in partial satisfaction of their monetary award.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$2187.50, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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* and is being mailed to both the applicant and the respondent.

Dated: July 4, 2014

Residential Tenancy Branch

