



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding D & S Duperron Property Holdings Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Landlord: OPR, MNR, MNSD, MNDC, FF
Tenant: CNC, MT, O

Introduction

This hearing dealt with the cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order. The tenant sought more time to apply to cancel a notice to end tenancy and to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant only.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on May 22, 2014 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlord testified the tenant vacated the rental unit on June 15, 2014. As such, the landlord no longer requires an order of possession and I amend the landlord's Application to exclude the matter of possession.

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 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 *Act*.

It must also be decided if the tenant is entitled to more time to cancel a notice to end tenancy and to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Sections 47 and 66 of the *Act*.

Background and Evidence

The landlord provided into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on August 21, 2013 for a 6 month fixed term tenancy beginning on September 1, 2013 that converted to a month to month tenancy on March 1, 2014 for a monthly rent of \$880.00 due on the 1st of each month with a security deposit of \$440.00 paid. The agreement also notes a \$25.00 fee will be charged for any late payment of rent. There are no specific clauses regarding a parking fee in the tenancy agreement; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent dated May 5, 2014 with an effective vacancy date of May 15, 2014 due to \$880.00 in unpaid rent.

The landlord submits the 10 Day Notice to End Tenancy was served to the tenant on May 15, 2014 personally. The landlord submits the tenant remained in the rental unit and has failed to pay rent for the months of May or June and seeks a monetary order for these months' rent; parking; and the associated late fees. The landlord also seeks compensation for ½ month's rent for the month of July as she was not able to re-rent the unit until July 15, 2014.

Analysis

As the tenant failed to attend the hearing I dismiss her Application in its entirety.

I find the landlord has established they are entitled to receive the payment of rent for the months of May and June 2014 along with the associated late fees for each of these months. However, as the tenant did not retain possession of the rental unit beyond June 15, 2014 I find the landlord is not entitled to any rent for that period of July 1 to July 15, 2014.

As to the landlord's claim for parking, I find that since there is no mention of parking charges in the tenancy agreement the landlord has failed to establish any entitlement to such a claim and I dismiss this portion of the landlord's claim.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,860.00** comprised of \$1,760.00 rent owed; \$50.00 for late fees and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$440.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,420.00**.

This order must be served on the tenant. If the tenant fails 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: July 04, 2014

Residential Tenancy Branch

