



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Boardwalk General Partnership
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 seeking an order of possession and a monetary order.

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

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 23, 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*.

At the outset of the hearing the landlord submitted that he no longer sought an order of possession and only sought a monetary order for rent and fees for the month of May 2014. I amend the landlord's Application to exclude the matter of possession and reduced the monetary claim to \$187.00 plus filing \$50.00 filing fee.

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 *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord testified the tenancy began as a 1 year and 16 day fixed term tenancy on January 15, 2011 that converted to a month to month tenancy on February 1, 2012 for a current monthly rent of \$837.00 plus \$25.00 for parking due on the 1st of each month

and a security deposit of \$299.00 was paid. The landlord testified that there was a clause in the tenancy agreement that stipulates the tenants must pay a fee of \$25.00 for the late payment of rent.

The landlord submitted into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on May 4, 2014 with an effective vacancy date of May 14, 2014 due to \$862.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of May 2014 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on May 4, 2014. The landlord testified the tenant may a payment in the amount of \$700.00 on May 21, 2014.

Analysis

Based on the landlord's undisputed testimony, I find the landlord has established the tenant owes the landlord \$187.00 for unpaid rent; parking; and late payment fees.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$237.00** comprised of \$187.00 rent and 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: July 14, 2014

Residential Tenancy Branch

