



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SUNLIFE ASSURANCE COMPANY OF CANADA DBA FORTE  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR, MNR, FF

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided proof of registered mail service including the tracking number. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on March 20, 2014. Rent in the amount of \$1440.00 is payable in advance on the first day of each month. The parties also agreed to the payment of \$25.00 for late payments or non-negotiable payments. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$720.00 which the landlord does not retain as the payment instrument ultimately was not negotiable. The tenant failed to pay rent in the month of March 2014 and on April 09, 2014 the landlord served the tenant with 2 notices to end tenancy for non-payment of rent claiming that the tenant owed a total of 2867.41 for March and April 2014 rent, as well as the security deposit, as well as the agreed administration fees for late payment and a non-

negotiable payment instrument. The tenant further failed to pay rent in the months of May, June and July 2014. Effectively, the landlord has not received any revenue from the tenant. The landlord's monetary claim is for the unpaid rent, agreed administration fees and the original unpaid security deposit.

### **Analysis**

Based on the testimony and document evidence before me I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. I find that the landlord is entitled to an **Order of Possession**.

I also find that the landlord has established a monetary claim for unpaid rent and the associated agreed administration fees.

It must be noted that any security deposit paid in the tenancy would be deducted, or offset, from any award made herein. Therefore, the portion of the landlord's claim for the security deposit of \$720.00 is dismissed.

The landlord is entitled to recovery of the \$100.00 filing fee.

### ***Calculation for Monetary Order***

pro-rated rent for March 2014 and agreed administration fees (2 X \$25)	\$607.41
agreed administration fees (2 x \$25) re: security deposit payment	50.00
Rent for April 2014 and agreed administration fees (2 x \$25)	1490.00
Rent for May 2014 and agreed administration fee (1 x \$25)	1465.00
Rent for June 2014 and agreed administration fee (1 x \$25)	1465.00
Rent for July 2014 and agreed administration fee (1 x \$25)	1465.00
Filing fee	100.00
<b>Total monetary award to landlord</b>	<b>\$6642.41</b>

### **Conclusion**

I grant an **Order of Possession** to the landlord **effective 2 days from the day of service on the tenant**. The tenant must be served with this Order. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

**I grant** the landlord an Order under Section 67 of the Act for the amount of **\$6642.41**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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 09, 2014

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Residential Tenancy Branch

