



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Estates Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

A representative for the landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that the tenant was served with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on June 27, 2014. I find the tenant was properly served.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord gave evidence that the tenancy started on May 1, 2013. The tenant was obligated to pay rent of \$1,315.00 monthly in advance on the first day of the month. The tenant also paid a security deposit of \$657.50. The tenant also contracted to rent two parking stalls, one costing \$15.00 per month and the other costing \$40.00 per month. The tenant gave up the \$40.00 parking stall effective July 1, 2014.

The landlord gave evidence that the tenant was served with a Notice to End Tenancy for Unpaid Rent (the "Notice") by posting the Notice on the rental unit door on June 10, 2014. Section 90 provides that a document served in this manner is deemed to be received three days later. The Notice states the tenant failed to pay rent of \$1,315.00

that was due June 1, 2014, and specifies an effective date, or move-out date, of June 20, 2014.

The landlord gave evidence that the tenant has made no further payments for rent or parking since the Notice was served. She gave evidence that the tenancy agreement provides for late charges of \$25.00 per month.

The landlord's total claim is as follows:

Unpaid rent (June, July, August)	3,945.00
Parking (June, July, August)	85.00
Late fees (June, July, August)	75.00
RTB filing fee	<u>50.00</u>
	\$ 4,155.00

Analysis

I find the tenant received the Notice on June 13, 2014. I accept the landlord's evidence that the tenant has made no further payments. According to Section 46(5), if a tenant does not pay the rent or make application for dispute resolution within five days of receiving the Notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date. For these reasons, I find that the landlord is entitled to an order of possession. I grant the landlord an order of possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

I accept the landlord's evidence that the tenant continues to occupy the rental unit. For that reason, the landlord is entitled to recover unpaid rent amounts of \$1,315.00 for each of June, July, and August 2014. The landlord is also entitled to recover unpaid parking fees and late charges as claimed. The landlord is also entitled to recover the RTB filing fee of \$50.00.

The total amount due the landlord is \$4,155.00. I order that the landlord retain the security deposit of \$657.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3,497.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession and a monetary order for \$3,497.50.

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: August 20, 2014

Residential Tenancy Branch

