

A matter regarding BRISTOL ESTATES
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes:

MNR, MNSD,OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent and a monetary order for rental arrears and late payment charges owed under the tenancy agreement ..

Although served with the Application for Dispute Resolution and Notice of Hearing in person on June 13, 2014, the tenant did not appear.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent?

Is the landlord entitled to monetary compensation for rental arrears and late payment charges owed?

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated June 2, 2014 with effective date of June 12, 2014, a copy of the tenancy agreement, a copy of a Notice of Rent Increase and proof of service. The landlord testified that the tenancy began on March 15, 2010, at which time the tenant paid a security deposit of \$450.00 and pet damage deposit of \$450.00. The current rent is \$930.00 per month. The landlord testified that the tenant fell into arrears and failed to pay \$930.00 rent owed on June 1, 2014. The landlord testified that the tenant made partial payments of rent during June and July 2014 and was issued with receipts "*for use occupancy only*". The landlord testified that the arrears are now \$1,300.00 including rent for June, July and August 2014 minus the partial payments made. The landlord pointed out that the tenant also owes \$50.00 for two late payment charges under the tenancy agreement. The landlord is seeking a Monetary Order.

The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent by pasting it on the tenant's door. The tenant has not paid all of the arrears and did not apply to dispute the Notice 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. Based on the above facts, I find that the landlord is entitled to an Order of Possession.

I find that the landlord has established a total monetary claim of \$1,400.00, comprised of \$1,300.00 accrued rental arrears, \$50.00 for late payment charges and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the tenant's security and pet damage deposit of \$900.00 in partial satisfaction of the claim leaving a balance due of \$500.00.

I hereby grant the Landlord an order under section 67 for \$500.00. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The landlord's application is successful and the landlord is granted a monetary order for rental arrears and late payment charges and an Order of Possession.

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 05, 2014

Residential Tenancy Branch

