



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the landlord for an order of possession and a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The tenant did not submit any documentary evidence. The landlord submitted documentary evidence. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

At the outset the tenant requested that the hearing be adjourned because he had to work. The landlord objected stating that the tenant has failed to pay rent since March of 2014 and that this would be highly prejudicial to the landlord. The tenant states that his boss has stated that he will be fired if he does not go back to work. When asked the tenant stated that he is under deadline for work, but has not provided any details of why he did not request an adjournment from the landlord prior to the hearing date or why his boss would fire him to make this important telephone conference call. The tenant's application is dismissed as this would be highly prejudicial to the landlord and the tenant has failed to properly prepare for this hearing which was set almost 6 weeks prior that he could have made arrangements to attend. The tenant ended the call when he was advised that we could be quick and finished within a short time. The hearing continued in the absence of the tenant with the undisputed evidence of the landlord.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order?
Is the landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on June 14, 2011 on a fixed term tenancy ending on May 31, 2011 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is currently \$622.00 payable on the 1st of each month and a security deposit of \$300.00 was paid.

The landlord states that the tenant was served with a 10 day notice to end tenancy issued for unpaid rent dated June 14, 2011 by posting it to the rental unit door. The notice states that the tenant failed to pay rent of \$1,698.25 which consists of unpaid rent for March 2014 of \$454.25, \$622.00 for April 2014 and \$622.00 for May 2014. The notice also displays an effective end of tenancy date of June 3, 2014. The landlord states that no payments were made within the allowed timeframe until the tenant made 3 payments of \$400.00 on July 2, July 18 and again on July 28. The landlord states that receipts were issued to the tenant with notice that rent was being accepted for use and occupancy only. The landlord states that rent for June 2014 of \$622.00, July 2014 and August of 2014 are still outstanding. The landlord states that as of the date of this hearing the tenant is in arrears for \$2,414.25.

The landlord seeks an order of possession and a monetary order for unpaid rent of \$2,414.25.

Analysis

I accept the undisputed evidence of the landlord and find that the tenant was properly served with the 10 day notice to end tenancy issued for unpaid rent dated May 24, 2014 by posting it to the rental unit door. The tenant did not pay the rent owed within the allowed timeframe nor did he file an application for dispute resolution to dispute the notice. The tenant is conclusively presumed to have accepted that the tenancy was at an end. The landlord has established grounds for an order of possession. The tenant must be served with the order of possession. 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.

As for the monetary claim, I find based upon the undisputed evidence of the landlord that a claim of unpaid rent totalling, \$2,414.25 has been established. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$300.00 security deposit and grant a monetary order under section 67 for the balance due of \$2,164.25. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$2,164.25. The landlord may retain the security deposit.

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 14, 2014

Residential Tenancy Branch

