



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WALL FINANCIAL CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, MNSD, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, for a monetary order for unpaid rent and to recover the filing fee from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on September 25, 2014, the tenant did not appear. I find the tenant was deemed to be served five day after it was mailed. Filed in evidence is a Canada Post tracking receipt.

Issues to be decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The tenancy began on May 1, 2014. Rent in the amount of \$875.00 was payable on the first of each month. A security deposit of \$437.50 was paid by the tenant.

The landlord's agent testified that the tenant failed to pay rent for September 2014, and on September 3, 2014, a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "notice"), was issued. The agent stated that on September 3, 2014, the tenant was served the notice by posting to the door of the rental unit, which was witnessed. Filed in evidence is a copy of the notice issued on September 3, 2014.

The notice states that the tenant had five days from the date of service to pay the rent in full or apply for dispute resolution or the tenancy would end. The tenant did not apply to dispute the notice within five days from the date of service.

The landlord's agent testified that the tenant has not paid the outstanding rent for September 2014 and has not paid rent for October 2014. The landlord seeks to recover unpaid rent in the amount of \$1,750.00.

The landlord's agent testified that they also seek to recover late fees in the amount of \$20.00 for each month that the tenant has failed to pay rent. The agent stated that this fee is a term in the tenancy agreement. The landlord seeks to recover late fees in the amount of \$40.00.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord.

I accept the evidence before me that the tenant has failed to pay all the rent owed in full within the 5 days granted under section 46 (4) of the *Act*.

Based on the foregoing, I find that the tenant is conclusively presumed under section 46(5) of the *Act* 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 effective **two days after service** on the tenants and the order may be filed in the Supreme Court and enforced as an order of that court.

I find that the landlord has established a total monetary claim of **\$1,840.00** comprised of rent owed for September, October 2014, the late fees and the \$50.00 fee paid for this application.

This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The landlord is granted an order of possession. The landlord is granted a monetary order in the above amount.

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: October 16, 2014

Residential Tenancy Branch