



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bristol Estates  
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, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenant did not attend or submit any documentary evidence. The landlord states that the tenant was served with the notice of hearing package on October 17, 2014 in person for which the landlord has provided a signed acknowledgment for dated October 17, 2014. I accept the undisputed evidence of the landlord and find that both parties have been properly served as per the Act. The landlord stated at the beginning of the hearing that the tenant is still occupying the rental unit and has not paid any rent as of the date of the hearing.

### 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 July 1, 2014 on a fixed term tenancy for 1 year ending on June 30, 2014 as shown by the submitted copy of the signed tenancy agreement dated June 30, 2014. The monthly rent is \$850.00 payable monthly and a security deposit of \$425.00 was paid on June 26, 2014.

The landlord states that the tenant was served with a 10 day notice to end tenancy issued for unpaid rent dated October 2, 2014. The notice states that the tenant failed to

pay rent of \$850.00 that was due on October 1, 2014. The landlord states that the notice was posted on the rental unit door on October 2, 2014 with a witness and has submitted a copy of a proof of service document. The stated effective end of tenancy date is shown as October 15, 2014.

The landlord clarified that the tenant's name was incorrect on the provided 10 day notice to end tenancy dated October 2, 2014 and the application for dispute resolution were re-served to the tenant as well as being filed on October 20, 2014.

During the hearing, the landlord stated that the tenant made a late rent payment of \$875.00 on October 24, 2014 and issued a receipt for use and occupancy only. The landlord wished to make an amendment to the monetary claim lowering it to \$925.00. This consists of \$825.00 for unpaid November 2014 rent, a \$25.00 late fee for November and recovery of the \$50.00 filing fee.

### Analysis

I accept the undisputed evidence of the landlord and find that a claim has been established for an order of possession and a monetary order for unpaid rent. I find that the tenant was properly served with a 10 day notice to end tenancy issued for unpaid rent dated October 2, 2014 and again later with a corrected last name. The tenant made a late rent payment on October 24, 2014 and was issued a receipt for use and occupancy only. The tenant failed to pay rent when due or within the allowed time frame after being served with the 10 day notice to end tenancy issued for unpaid rent. The tenant also failed to file for dispute resolution to dispute the notice. The tenant is conclusively presumed to have accepted that the tenancy was at an end. The landlord is granted an order of possession. The tenant must be served with the notice. Should the tenant fail to comply with the notice, the notice may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary claim, I accept the undisputed testimony of the landlord and find that no rent has been paid. The landlord has established a claim for November rent of \$850.00, a late rent fee of \$25.00 and recovery of the \$50.00 filing fee, totalling, \$925.00. I order that the landlord retain the \$425.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$500.00. 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 \$500.00.  
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: November 27, 2014

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Residential Tenancy Branch

