



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF, CNR

### Introduction

There are applications filed by both parties. The landlord seeks an order of possession and a monetary order for unpaid rent, for money owed or compensation for damage or loss and for recovery of the filing fee. The tenant has filed an application to cancel the notice to end tenancy issued for unpaid rent.

The landlord's agent attended the hearing by conference call and gave undisputed testimony. The agent clarified that the landlords name, Elizabeth Manor is the name of the rental building and that she is an agent for the property. The tenant did not attend or submit any documentary evidence. The landlord's agent states that the tenant was personally served with the notice of hearing package and the submitted documentary evidence on November 16, 2014 at the rental unit.

The landlord also clarified that the tenant returned possession of the rental unit on November 29, 2014 and no longer requires an order of possession. As the landlord no longer requires an order of possession as the tenant has vacated the rental unit those portions of the applications for both parties are dismissed.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order?

### Background and Evidence

This tenancy began on June 1, 2014 on a fixed term tenancy ending on May 31, 2015 as shown by the submitted copy of the signed tenancy agreement dated May 31, 2014. The monthly rent is \$750.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$375.00 was paid.

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

rent of \$375.00 that was due on November 1, 2014 and an effective end of tenancy date of November 12, 2014. The landlord has also submitted a copy of a signed proof of service document which outlines that the landlord served the tenant with the 10 day notice dated November 2, 2014 by attaching a copy on the rental unit door on November 2, 2014 with a witness.

The landlord seeks an amended monetary order for rent for ½ of November 2014 of \$375.00 and \$25.00 for a late rent fee as per the signed tenancy agreement.

### 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 of \$375.00. The tenant failed to attend to put forth his claim to dispute the notice. I am satisfied based upon the undisputed evidence of the landlord that the tenant vacated the rental unit and failed to pay the \$375.00 amount of rent owed. I find that the landlord has established a claim for \$375.00 in unpaid rent based upon the 10 day notice. The landlord has also established a claim for \$25.00 for a late rent fee as per the signed tenancy agreement in clause #12. The landlord has established a total monetary claim of \$400.00.

The landlord is also entitled to recovery of the \$50.00 filing fee. I grant to the landlord a monetary order for \$450.00. 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 a monetary order for \$450.00.

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: December 09, 2014

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Residential Tenancy Branch

