



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

matter regarding ROYAL PROVIDENCE MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR OPR MNSD FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46, and 55;
- c) To retain the security deposit to offset the amount owing; and
- d) An order to recover the filing fee pursuant to Section 72.

### **SERVICE:**

Both parties agreed that the Notice to end Tenancy dated November 21, 2014 was served by posting it on the tenant's door and the Application for Dispute Resolution by registered mail. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

### **Issue(s) to be Decided:**

The tenant was issued a Notice to End Tenancy dated November 21, 2014 for unpaid rent. Is the landlord now entitled to an Order of Possession and to a Monetary Order for rental arrears and filing fee?

### **Background and Evidence:**

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The landlord testified that tenancy commenced on March 20, 2014 for a fixed term expiring March 31, 2015. The rent is \$1250 a month and a security deposit of \$625 was paid on March 19, 2014. The landlord testified that the tenant is in rent arrears and the tenant disputed the amount owing.

The landlord claims rent arrears and loss of revenue for December 2014 and January 2015. The tenant said she paid rent for September, October, November and December and was given a receipt in December for a payment of \$1250 accepted "for use and

occupancy only". After consultation with rent records and management, the landlord agreed that September and October rent was paid as the tenant stated but that November rent was not paid until late in December and that is when the receipt for use and occupancy only was issued. The tenant repeated that she or her boyfriend had paid rent for November and December but she submitted no receipts or bank statements as evidence and the manager to whom she said she had given the money was in the conference and emphatically denied having received November's rent until late in December. He repeated that their records showed she owed rent for December and January and \$25 in late fees as provided in the lease.

The tenant attempted to engage in a dispute about a parking space and a borrowed vehicle but I declined to hear this as it is a separate issue, she did not file an Application to dispute this and I find it not relevant to this matter which is based on unpaid rent.

In evidence is the Notice to End Tenancy, proof of service, the lease agreement, a General ledger and rent calculations.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

### **Analysis**

#### **Order of Possession**

I find that the landlord is entitled to an Order of Possession. There is outstanding rent. The Tenant did not pay the rent within 5 days as set out in section 46 of the Act and has not made application pursuant to Section 46 to set aside the Notice to End a Residential Tenancy and the time to do so has expired. In these situations, the Residential Tenancy Act provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. An Order of Possession is issued effective January 31, 2015 as agreed by the landlord.

#### **Monetary Order**

I find that there are rental arrears and revenue loss in the amount of \$2500 plus \$50 in late fees as set out in the lease. Although the landlord claimed an extra \$50 per month for parking, I find this term is not in the lease and no further signed agreement is in evidence; therefore I dismiss this portion of their claim. In respect to the tenant's dispute that they owe this amount, I find the landlord's evidence more credible that rent for December 2014 and January 2015 is owed as it is supported by the rental ledger. I also find that they issued only one receipt for "use and occupancy only" which corresponds to their evidence that November rent on which the Notice was based was not paid until late in December.

The tenant submitted no documents to support her contention that she paid rent for November in September 2014 when she paid September and October's rent whereas I find the landlord's records credible as they show two payments for September and October 2014 were made plus some other payments for keys and fobs. I find the landlord entitled to retain the security deposit to offset the amount owing and to recover their filing fee for this application.

**Conclusion:**

I find the landlord is entitled to an Order of Possession effective January 31, 2015 as agreed and a monetary order as calculated below. I find the landlord is entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears& loss to Jan. 31, 2015	2500.00
Filing fee	50.00
Less security deposit (no interest 2014)	-625.00
Total Monetary Order to Landlord	1925.00

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: January 20, 2015

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Residential Tenancy Branch

