



# Dispute Resolution Services

Page: 1

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      OPR, MNR, MNDC, FF

### Introduction

This hearing dealt with a landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid and/or loss of rent; late fees; and, recovery of the filing fee. The tenant did not appear at the hearing. The landlord submitted a registered mail receipt as proof the hearing package was sent to the tenant at the rental unit address on January 23, 2015. The landlord testified that the tenant has not yet returned possession of the rental unit to date. I was satisfied the tenant has been served with the hearing documents in a manner that complies with the Act and I continued to hear from the landlord without the tenant present.

### Issue(s) to be Decided

1. Is the landlord entitled to an Order of Possession for unpaid rent?
2. Is the landlord entitled to a Monetary Order for unpaid and/or loss of rent and late fees?

### Background and Evidence

The six month fixed term tenancy commenced on March 1, 2014 and converted to a month to month tenancy after August 31, 2014. The tenancy agreement provides that the tenant is required to pay rent of \$735.00 on the 1<sup>st</sup> day of every month. The tenancy agreement also contains a provision that the landlord may charge a late fee of \$20.00 if rent is not paid on time.

The tenant failed to pay \$10.00 of the rent owed for December 2014 and did not pay any of the rent that was due for the month of January 2015. On January 2, 2015 the landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent on the tenant's door indicating rent of \$745.00 was outstanding and a stated effective date of January 15, 2015. The tenant did not pay the outstanding rent or file to dispute the 10 Day Notice.

In addition to an Order of Possession, the landlord seeks a Monetary Order to recover unpaid rent of \$10.00 for December 2014; \$735.00 for the month of January 2015; loss of rent in the amount of \$735.00 for the month of February 2015 and late fees for each of these three months.

Documentary evidence provided for my review includes: the tenancy agreement; the 10 Day Notice; a signed Proof of Service for the 10 Day Notice; and, the tenant's ledger account.

### Analysis

Under the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement. Where a tenant does not pay rent the landlord is at liberty to issue a 10 Day Notice to End Tenancy for Unpaid Rent. When a tenant receives a 10 Day Notice the tenant has five days to pay the outstanding rent to nullify the Notice or the tenant has five days to dispute the Notice by filing an Application for Dispute Resolution. If a tenant does not pay the outstanding rent or dispute the Notice within five days then, pursuant to section 46(5) of the Act, the tenant is conclusively presumed to have accepted the tenancy will end and must vacate the rental unit by the effective date of the Notice.

I accept the evidence before me that the landlord posted a 10 Day Notice to End Tenancy on the tenant's door on January 2, 2015 and it is deemed to have been received by the tenant three days later pursuant to section 90 of the Act. Since the tenant did not pay the outstanding rent or dispute the Notice within five days of receiving the Notice I find the tenancy ended on January 15, 2015 and the landlord is entitled to regain possession of the rental unit. Provided with this decision is an Order of Possession effective two (2) days after service upon the tenant.

Based upon the evidence before me, I find the landlord entitled to recover unpaid rent of \$10.00 for December 2014 and \$735.00 for the month of January 2015. Since the tenant has not returned possession of the unit to the landlord and did not end the month to month tenancy in a manner that complies with the Act, I award the landlord loss of rent for the month of February 2015 in the amount of \$735.00. I also find the late fee provision to be compliant with the Residential Tenancy Regulations and I award the landlord late fees of \$20.00 each for the months of December 2014 and January 2015 but I make no award for late fees for February 2015 since tenancy ended in January 2015.

I further award the landlord recovery of the \$50.00 filing fee paid for this application.

As the landlord did not request authorization to retain the security deposit it remains in trust to be administered in accordance with the Act.

In light of all of the above findings, the landlord is provided a Monetary Order calculated as follows:

Unpaid Rent: December 2014 and January 2015	\$ 745.00
Late fees: December 2014 and January 2015	40.00
Loss of Rent: February 2015	735.00
Filing fee	<u>50.00</u>
Monetary Order	\$1,570.00

To enforce the Orders the landlord must serve them upon the tenant and may file them in Provincial Court to enforce as Orders of the court.

#### Conclusion

The landlord has been provided an Order of Possession effective two (2) days after service upon the tenant.

The landlord has been provided a Monetary Order in the amount of \$1,570.00 to serve and enforce as necessary.

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: February 10, 2015

---

Residential Tenancy Branch

