



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38;
4. A Monetary Order for compensation – Section 67; and
5. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following are undisputed facts: The tenancy began on September 7, 2014. Rent of \$2,000.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$1,000.00 as a security deposit from the Tenant. The Tenant owed arrears of \$1,000.00 for December 2014 and failed to pay rent for January 2015. On January 10, 2015 the Landlord served the Tenant with a 10 day notice to end

tenancy for unpaid rent (the "Notice") by registered mail. The Tenant has not made an application for dispute resolution, has not paid the arrears or rent for February 2015 and has not moved out of the unit. There is no provision in the tenancy agreement for NSF fees.

The Landlord claims unpaid rent to and including February 2015, NSF fees and postage costs.

Analysis

Section 55 of the Act provides that a landlord may request an order of possession of a rental unit by making an application for dispute resolution where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the Notice by making an application for dispute resolution and the time for making that application has expired.

Based on the undisputed facts I find that the Tenant was given a valid Notice. The Tenant has not filed an application to dispute the Notice and has not paid the outstanding rent. Given these facts, I find that the Landlord is entitled to an **Order of Possession**. I also find that the Landlord has established a monetary claim for **\$5,000.00** in unpaid rent. The Landlord is entitled to recovery of the \$100.00 filing fee for a total monetary amount of **\$5,100.00**.

The Act only provides for recovery of the filing fee for costs associated with the dispute process. As such I dismiss the Landlord's claim for postage costs. As the tenancy agreement does not provide for NSF fees, I dismiss this claim.

Setting the security deposit of \$1,000.00 plus zero interest off the entitlement leaves **\$4,100.00** owed by the Tenant to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may

be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I order that the Landlord retain the **deposit** and interest of \$1,000.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$4,100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: March 02, 2015

Residential Tenancy Branch

