



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BARAFIELD REALTY LIMITED C/O GATEWAY PROPERTY MAN. CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent, for authority to keep all or part of the tenant's security deposit, and for recovery of the filing fee paid for this application.

The landlord's agent (hereafter "landlord") attended; the tenant did not attend the telephone conference call hearing.

The landlord provided a registered mail receipt, with tracking number, showing that the tenant was served with their application for dispute resolution, including the notice of hearing, on March 17, 2015.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit due to unpaid rent, monetary compensation, and to recovery of the filing fee paid for this application?

### Background and Evidence

The landlord submitted a copy of the written tenancy agreement showing that this 1 year, fixed term tenancy began October 1, 2014, monthly rent owed by the tenant is \$765.00, and the tenant paid a security deposit of \$382.50 at the beginning of the tenancy.

The landlord gave evidence that on March 3, 2015, the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by attaching it to the tenant's door, listing unpaid rent of \$1260.00 as of March 1, 2015. The effective vacancy date listed on the Notice was March 13, 2015. The landlord submitted a copy of the Notice and a tenant ledger sheet, showing payment records through March 2015.

Section 90 of the Act states that documents served by posting on the door are deemed delivered three days later. Thus the tenant was deemed to have received the Notice on March 6, 2015, and the effective move out date is automatically changed to March 16, 2015, pursuant to section 53 of the Act.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution.

The landlord submitted that the tenant made a payment of \$900.00 on March 31, 2015, which left a rent deficiency of \$260.00 through the end of March.

The landlord's monetary claim is \$1285.00 for unpaid rent and a late of \$25.00 through March 2015.

I have no evidence before me that the tenant applied to dispute the Notice.

### Analysis

I find the landlord submitted sufficient evidence to prove that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, did not pay the outstanding rent or file an application for dispute resolution in dispute of the Notice within 5 days of service and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I therefore find that the landlord is entitled to and I grant an order of possession for the rental unit effective 2 days after service of the order upon the tenant. The order of possession for the rental unit is enclosed with the landlord's Decision. Should the tenant fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

I also find that the landlord submitted sufficient evidence to support their monetary claim and is therefore entitled to a monetary award of \$435.00 comprised of outstanding rent of \$1260.00 through March 1, 2015, listed on the Notice, less the payment of \$900.00 received from the tenant on March 31, 2015, a late fee of \$25.00, and the \$50.00 filing fee paid by the landlord for this application.

At the landlord's request, I allow the landlord to retain the tenant's security deposit of \$382.50 in partial satisfaction of their monetary award.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$52.50, which is enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

#### Conclusion

The landlord's application for an order of possession for the rental unit and a monetary award for unpaid rent and fees has been granted.

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: April 21, 2015

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Residential Tenancy Branch

