



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, OPR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. The landlord testified that he served the tenants with the application for dispute resolution and notice of hearing (the "Hearing Documents") by registered mail sent on March 20, but those documents were returned to him as unclaimed. The landlord testified that he then personally served the tenants with the Hearing Documents. I found that the landlord had properly served the tenants with the Hearing Documents and the hearing proceeded in their absence.

Issues to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on May 1, 2014 at which time the tenants paid an \$862.50 security deposit. Rent was set at \$1,725.00 per month plus an additional \$100.00 per month for parking. The tenants failed to pay rent when it was due on March 1 and on March 3, the landlord served on the tenants a 10 day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice to the door of the rental unit.

Analysis

I accept the landlord's undisputed testimony and I find that the tenants failed to meet their contractual obligation to pay rent and parking fees on March 1, 2015. I find that the tenants received the Notice on March 6, 3 days after it was posted to their door. The tenants did not pay the rental arrears or dispute the Notice and are therefore

conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. I find that the landlord is entitled to an order of possession and I grant him that order which shall be effective 2 days after service on the tenants. Should the tenants fail to comply with the order, it may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to recover the unpaid rent and parking fees for the month of March and I award the landlord \$1,825.00. I further find that the landlord is entitled to recover a \$25.00 late payment fee pursuant to the terms of the tenancy agreement and I award him that sum.

As the landlord has been successful in his claim, I find he should recover the \$50.00 filing fee paid to bring his application and I award him \$50.00.

The landlord has been awarded a total of \$1,900.00. At the hearing, the landlord asked that the security deposit be applied to the amount owing. I find it appropriate to apply the security deposit and therefore order the landlord to retain the \$862.50 deposit in partial satisfaction of the claim. I grant the landlord a monetary order under section 67 for the balance of \$1,037.50. 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 an order of possession and a monetary order for \$1,037.50. The landlord will retain the security deposit.

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 27, 2015

Residential Tenancy Branch

