



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREATER VANCOUVER HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy for unpaid rent and for a monetary award for unpaid rent and liquidated damages provided for in the tenancy agreement.

Neither tenant attended the hearing.

Issue(s) to be Decided

Have either of the tenants been served with the application for dispute resolution and notice of hearing? Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenancy has ended as a result of the Notice or that the landlord is entitled to unpaid rent or liquidated damages?

Background and Evidence

The rental unit is a two bedroom apartment in a 68 unit apartment building. The tenancy started July 1, 2015 for a one year term. The monthly rent is \$1155.00. The landlord holds a \$577.50 security deposit.

Ms. Y.B. testifies that she personally attached the ten day Notice to End Tenancy to the door of the rental unit on September 4, 2015 and that the tenants have neither paid the amount demanded in the Notice or applied to set the Notice aside.

She testifies that the application for dispute resolution and notice of hearing were served on each of the tenants by registered mail sent September 18, 2015. Canada Post records show that the mailing to the tenant Mr. C.J. was successfully delivered on September 22nd. The mailing to the tenant Mr. T.W. went "unclaimed by recipient."

Ms. Y.B. testifies that September rent of \$592.50 is owed. She recites clause 5 of the written tenancy agreement providing for an agreed assessment of \$300.00 as liquidated damages for costs related to re-renting the premises in the event of early termination or material breach by the tenants.

Analysis

On this evidence I find that the tenants have been duly served with the ten day Notice within the provisions of s. 88 of the *Residential Tenancy Act* (the “Act”) and have been duly served with the application and notice of hearing within the provisions of s. 89 of the Act.

As a result of the ten day Notice, pursuant to s. 46 of the Act this tenancy ended on September 18, 2015 and the landlord is entitled to an order of possession.

I find that the tenants owe the landlord \$595.50 for unpaid September rent. I find that the tenants have materially breached the tenancy agreement by failing to pay rent in full and that the landlord is entitled to recover \$300.00 as liquidated damages as a result.

Conclusion

The landlord will have an order of possession.

The landlord is entitled to a monetary award of \$892.50 as claimed, plus recovery of the \$50.00 filing fee. I authorize the landlord to retain the \$577.50 security deposit in reduction of the amount awarded. There will be a monetary order against the tenants for the remainder of \$365.00

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: November 03, 2015

Residential Tenancy Branch

