



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Advanced Property Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD

Introduction

This hearing dealt with an application for dispute resolution by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Although served with the Application for Dispute Resolution and Notice of Hearing by personal service on March 29, 2016, the tenant did not appear.

Issue(s) to be Decided

- Is the landlord entitled to an order of possession and, if so, upon what terms?
- Is the landlord entitled to a monetary order and, if so, in what amount?
- Is the landlord entitled to retain the security deposit?

Background and Evidence

This one year fixed term tenancy commenced November 7, 2014 and has continued thereafter as a month-to-month tenancy. The monthly rent of \$625.00 is due on the first day of the month. The tenant paid a security deposit of \$312.50. There is a written tenancy agreement which provides for late payment fees in the amount of \$25.00 per month.

The landlord testified that the tenant was served with a 10 Day Notice to End Tenancy for Non-Payment of Rent citing arrears in the amount of \$965.00, not including late fees. That document includes information advising the tenant that the notice is cancelled if the tenant paid the arrears of rent within five days. It also advises that the tenant has five days to dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch.

The landlord testified that the tenant paid \$550.00 on March 23. He has not served the landlord with an application disputing the notice.

The landlord testified that the tenant had not paid the rent for April and the arrears total \$1075.00, not including late fees.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent in full within the required time period and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the *Residential Tenancy Act* to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an order of possession effective two days after service on the tenant.

The landlord did not claim the full amount due by the tenant on its' application for dispute resolution. I find that the landlord has established a total monetary claim of \$1140.00 comprised of arrears of rent up to and including the April rent in the amount of \$1040.00 and the \$100.00 fee paid by the landlord for this application. I order that the landlord retain the deposit of \$312.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$827.50. If the landlord wishes to pursue a claim for late payment fees, the May rent or any other loss of rental income the landlord must served the tenant with a new application for dispute resolution.

Conclusion

- a. An order of possession effective two days after service on the tenant has been granted. If necessary, this order may be filed in the Supreme Court and enforced as an order of that Court.
- b. A monetary order in favour of the landlord in the amount of **\$827.50** has been granted. If necessary, it may be filed in the Provincial Court (Small Claims) 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: May 02, 2016

Residential Tenancy Branch