



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MacDonald Commercial R.E.S. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNDC, MNR, MNSD, OPR

Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, requesting an Order for that outstanding rent and recovery of the filing fee, and requesting an Order to retain the full security deposit towards the claim.

The applicant testified that the respondent was served with notice of the hearing by registered mail on July 29, 2016; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The testimony was taken under affirmation.

Issue(s) to be Decided

The issues are:

- Has the applicant establish the right to an Order of Possession.
- Has the applicant established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that the tenant paid a security deposit of \$490.00 on May 13, 2016.

The applicant testified that this tenancy began on June 1, 2016 with a monthly rent of \$980.00.

The applicant testified that the respondent/tenant failed to pay the July 2016 rent, and therefore on July 11, 2016 a 10 day Notice to End Tenancy was sent to the tenant by registered mail.

The applicant testified that the tenant has failed to comply with the Notice to End Tenancy and has failed to pay any further rent.

The applicant is therefore requesting an Order of Possession for as soon as possible and a Monetary Order as follows:

July 2016 rent outstanding	\$980.00
August 2016 rent outstanding	\$980.00
September 2016 rent outstanding	\$980.00
NSF cheque fees \$25.00 X 4	\$100.00
Filing fee	\$100.00
Total	\$3140.00

Analysis

The landlord has provided a copy of the tenancy agreement that clearly shows that the tenant was required to pay \$980.00 per month rent, and I accept the landlord's testimony that the tenant has failed to pay any rent for the months of July 2016, August 2016, and September 2016.

It is my decision therefore that the tenants must pay the full amount of rent outstanding for July 2016, August 2016, and September 2016, as the tenant failed to vacate the rental unit, and therefore she should reasonably have anticipated that, another month's rent would be due.

I also allow the landlords claim for NSF cheque fees because section 18 of the tenancy agreement requires the tenant to pay a service charge of \$25.00 for each NSF cheque.

Further, it is also my finding that the landlords have served the tenant with a valid 10 day Notice to End Tenancy, and since the tenant has failed to comply with that notice I allow the landlords request for an Order of Possession.

I also allow the landlords request for recovery of the \$100.00 filing fee.

Conclusion

Pursuant to section 67 and 72 of the Residential Tenancy Act I have allow the landlords full claim of \$3140.00, and I therefore Order that the landlord may retain the full security deposit of \$490.00, and I have issued a Monetary Order in the amount of \$2650.00.

Pursuant to section 55 of the Residential Tenancy Act I have issued an Order of Possession that is enforceable two days after service on the tenant.

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: September 15, 2016

Residential Tenancy Branch