



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MNR, MNSD, OPR, FF

Introduction:

This was an application by the landlord for an Order for Possession, a Monetary Order and an Order to retain the security deposit in partial satisfaction of the monetary claim. Only the landlord attended the application.

Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

Service of Documents:

The landlord testified that he served the Notice to End the tenancy on July 4, 2016 by posting it to the tenants' door and the dispute resolution package by sending it to the tenants separately by registered mail on August 2, 2016. Based on the evidence of the landlord I find that the tenants was deemed to have been personally served with a Notice to End Tenancy for non-payment of rent on July 7, 2106. Based on the evidence of the landlord and with reference to Canada Post's web site I find that the application for Dispute Resolution was served on both tenants on August 4, 2016 by registered mail.

Background and Evidence:

The landlord testified that the tenancy began on June 11, 2012 with rent in the amount of \$ 1,029.00 due in advance on the first day of each month. The tenants paid a security deposit of \$ 500.00 on July 1, 2012. The landlord testified that the arrears from July through September 2016 were \$ 2,374.00. The landlord also claimed an administration fee of \$ 25.00 for his time in "running around." The total amount claimed in the application was \$ 1,933.00.

Analysis:

The tenants have not paid all the outstanding rent on time and have not applied for arbitration to dispute the Notice and are therefore conclusively presumed 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 for possession effective two days after service on the tenants.

Section 7 of the Regulations made pursuant to the Residential Tenancy Act prescribes that a landlord may charge an administration fee of not more than \$25 for late payment of rent or NSF cheques. Here the landlord is purporting to charge an administrative fee not permitted by the Act or regulations. Accordingly I have dismissed that claim

I find that the landlord has established a claim for unpaid rent totalling \$ 2,374.00 however as the landlord has only specified \$ 1,933.00 in the Application for Dispute Resolution I allow only that amount plus the filing fee of \$ 100.00 for a total claim of \$ 2,033.00

Conclusion:

I have granted the landlord an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I order that the landlord retain the deposit and interest of \$ 500.00 and I grant the landlord an order under section 67 for the balance due of **\$ 1,533.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court. This Decision and all Orders must be served on the tenants as soon as possible. I permit the landlord to reapply for the excess amount of loss of rent and any other loss he may have incurred at a later date.

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 19, 2016

Residential Tenancy Branch