



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, O, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation due to damage or loss, other and recovery of the filing fee.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began April 1, 2011 with monthly rent of \$1575.00 and the tenants paid a security deposit of \$800.00.

On March 15, 2012 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent; the tenants did not file to dispute this notice.

The landlord testified that the tenants did not pay the March 2012 rent of \$1575.00 and owe a \$25.00 late fee. The landlord in this application is also seeking loss of rent for April 2012, \$232.40 in unpaid utilities for the months of January, February and March 2012 and \$10.04 for registered mail.

The tenant acknowledged that the rent has gone unpaid and he stated that he would pay the rent and utilities as soon as possible. The tenant stated that his roommates had all moved out and left him responsible for the entire rent which he could not pay on his own. The tenant initially stated that he would vacate at the end of the month and then said he could be out of the rental unit by Monday April 23, 2012.

As the tenant remains in the rental unit the landlord has requested an order of possession effective 2 days after service upon the tenant and a monetary order.

The landlord expressed concern about not being able to serve the order of possession and monetary order to the tenant in person however the Act also allows for documents to be served by posting to the door and registered mail.

Analysis

Based on the documentary evidence and testimony of the parties I find that the tenant was properly served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is 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 of possession and a monetary order for unpaid rent and utilities.

Accordingly I find that the landlord is entitled to a monetary order for \$3382.40.

The tenancy agreement does not specify a late fee for late rent therefore the landlord's claim for a \$25.00 late fee is dismissed without leave to reapply. The *Act* does not allow recovery for costs incurred when bringing and application forward therefore the landlord's claim for \$10.04 for registered mail is dismissed without leave to reapply.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I hereby grant the landlord an **Order of Possession**, effective **2 days** after service of the Order upon the tenant(s). This Order must be served on the tenant(s) and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim for \$3382.40 in unpaid rent and utilities. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord a monetary order under section 67 for the amount of **\$3432.40**.

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 17, 2012

Residential Tenancy Branch