

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD, FF

### Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served with the notice of hearing and evidence package by Canada Post Registered Mail on June 20, 2012 and has submitted a copy of the Customer Receipt as confirmation. I am satisfied that the Tenant was served with the notice of hearing and evidence packaged as deemed under the Act.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

This Tenancy began on February 1, 2011 on a fixed term tenancy until July 31, 2011 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$800.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$400.00 was paid on January 27, 2011.

The Landlord states that the Tenant was served with the 10 day notice to end tenancy for unpaid rent on June 4, 2012 in person. The Landlord has provided a proof of service document with a witness.

At the beginning of the hearing the Landlord stated that the Tenant has made two late rent payments for the June rent and late rent fee for which she issued two receipts "for use and occupancy only" around June 25, 2012. The Landlord seeks an order of possession and a monetary order for unpaid rent of \$800.00 for July arrears. The Landlord also seeks \$20.00 for a late rent fee as shown in section 7(b) of the signed tenancy agreement. The Landlord also seeks \$125.00 for compensation for

professional carpet cleaning as stated in section 9(b) of the tenancy agreement where it is required after the Tenant has vacated the rental unit.

### Analysis

I accept the undisputed testimony of the Landlord and accept that the Tenant was served with a 10 day notice to end tenancy for unpaid rent dated June 4, 2012. I also accept that the Tenant paid rent late for which the Landlord issued receipts "for use and occupancy only". The Tenant did not pay the rent within the allowed 5 days nor did he file for dispute resolution to dispute the notice. The Landlord is entitled to an order of possession. The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary order, I find that the Landlord has established a claim for \$800.00 unpaid rent for July 2012. The Landlord is also entitled to recovery of the \$20.00 late rent fee.

I find that the Landlord's request for \$125.00 for professional carpet cleaning to be premature as the Tenant has not yet vacated. The Landlord has also failed to provide any invoices or receipts for this cost. This portion of the Landlord's claim is dismissed with leave to reapply.

The Landlord is entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$400.00 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$470.00. This order may be filed in the Small Claim Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted an order of possession and a monetary order for \$470.00. The Landlord may retain the security deposit.

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: July 10, 2012.

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Residential Tenancy Branch