



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, FF
CNR

Introduction

This hearing concerns 2 applications: i) by the landlord for an order of possession / a monetary order as compensation for unpaid rent / retention of the security deposit / and recovery of the filing fee; and ii) by the tenant for cancellation of a notice to end tenancy for unpaid rent. The landlord's agent attended and gave affirmed testimony.

The landlord's agent testified that the landlord received the tenant's application for dispute resolution and notice of hearing (the "hearing package"). Despite service of the landlord's hearing package on the tenant by way of registered mail, the tenant did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the landlord's use of registered mail.

Issue(s) to be Decided

Whether either party is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began August 01, 2013. Monthly rent of \$850.00 is due and payable in advance on the first day of each month. A security deposit of \$425.00 and a pet damage deposit of \$425.00 were collected. A move-in condition inspection report was completed with the participation of both parties.

Arising from rent of \$889.34 which remained unpaid on February 01, 2014, the landlord issued a 10 day notice to end tenancy dated February 08, 2014. The notice was served in-person on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is February 18, 2014. The tenant filed an application to dispute the notice on February 13, 2014, however, he has made no further payment toward rent and he continues to reside in the unit.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated February 08, 2014. The tenant did not pay the outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. The tenant is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord has established entitlement to an **order of possession**.

As for compensation, I find that the landlord has established a claim of **\$2,714.34**:

\$889.34: <i>unpaid rent effective February 01</i>	\$25.00: <i>fee for late payment of rent</i>
\$1,700.00: <i>unpaid March & April rent</i>	\$50.00: <i>2 fees for late payment of rent</i>
\$50.00: <i>filing fee</i>	

I order that the landlord retain the security deposit and pet damage deposit in the combined total amount of **\$850.00** (\$425.00 + \$425.00), and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$1,864.34** (\$2,714.34 - \$850.00).

Conclusion

The tenant's application is hereby dismissed.

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,864.34**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court 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: April 03, 2014

Residential Tenancy Branch

