



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing was convened in response to an application by the landlord, subsequently amended, pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent / loss of revenue - Section 67;
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application and amended application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided proof of the registered mail service including the 2 tracking numbers for the original application and the subsequent amendment.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on April 01, 2015. Rent in the amount of \$1380.00 is payable in advance on the first day of each month as are 2 parking charges in the sum of \$30.00.

At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$690.00, which they retain in trust.

The tenant failed to pay rent in the month of November 2015 and on November 10, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it on their door.

The tenant further failed to pay rent and parking charges in the month of December 2015 and January 2016.

The landlord claims a charge of \$20.00 for a 'returned / deficient cheque' related to a closed account and pursuant to the tenancy agreement (3.03). The landlord further claims a late rent charge of \$25.00 per month pursuant to the tenancy agreement (3.03).

### **Analysis**

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be *valid*. The tenant has not paid the outstanding rent and has not applied 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.

I also find that the landlord has established a monetary claim for unpaid rent, parking charges and administrative fees. The landlord is also entitled to recovery of the \$50.00 filing fee. The security deposit will be off-set from the award made herein.

### ***Calculation for Monetary Order***

Unpaid rent: November and December 2015. January 2016.	\$4140.00
Parking charges of \$15.00 x 2 = \$30.00 November and December 2015. January 2016.	\$90.00
Returned cheque / deficient cheque charge	\$20.00
Late fee \$25.00 X 3 November and December 2015. January 2016.	\$75.00
Filing Fee	\$50.00
<i>Less Security Deposit</i>	<i>-\$690.00</i>
<b>Total Monetary Award to landlord</b>	<b>\$3685.00</b>

### **Conclusion**

**I grant an Order of Possession to the landlord effective 2 days from the day it is**

**served on the tenant.** The tenant must be served with this 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.

**I Order** that the landlord retain the security deposit of \$690.00 in partial satisfaction of the claim and I grant the landlord a **Monetary Order** under Section 67 of the Act for the balance due of **\$3685.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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: January 20, 2016

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Residential Tenancy Branch

