



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: OPR, MND, MNR, MNSD, FF

## Introduction

This hearing dealt with an application by the Landlord pursuant to the Residential Tenancy Act for orders as follows:

- A monetary order pursuant to Section 67;
- An order of possession to the landlord pursuant to Section 55;
- An order to retain the security deposit plus interest pursuant to Section 38;
- An order to recover the cost of filing the Application for Arbitration pursuant to Section 72.

## Background and Evidence

I find that the Notice to End Tenancy dated July 22, 2008 was served on the Tenant on July 22, 2008 by way of personal service and the Application for Arbitration dated August 08, 2008 was served on the tenant on August 08, 2008 by way of registered mail.

Despite having been served with the Notice of Arbitration, the tenant did not appear. The landlord was given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

The landlord testified that the tenancy started on July 15, 2008 and the tenant paid a damage deposit of \$ 450.00 in cash on July 11, 2008. The monthly rent is \$900.00 and

that the tenant paid prorated rent for July 15 to July 30 in the amount of \$450.00 by cheque. The tenant also paid rent for August 2008 in the amount of \$900.00 by cheque. However these cheques could not be cashed for lack of sufficient funds in the tenant's bank account.

As per the terms of the tenancy agreement, signed by the tenant on July 11, 2008, the tenant has agreed to pay late and NSF charges on outstanding rent of \$ 25.00 each. During the hearing the landlord requested that September rent be included in her claim as the tenant is still occupying the rental suite. The landlord is claiming the following:

- \$ 450.00 rent for July 15 – 30
- \$ 50.00 for late and NSF charges for July
- \$ 900.00 for rent for August
- \$50.00 for late and NSF charges for August.
- \$ 900.00 for rent for September
- \$50.00 for late and NSF charges for September

### Analysis

Based on the undisputed testimony of the Landlord, I accept her affirmed evidence in respect of the claim. I find that the landlord is entitled to recover the cost of filing this application. Pursuant to section 67 I am issuing a formal order for payment. I also order that the landlord retain the security deposit and interest of \$451.11 in partial satisfaction of the claim. I grant the landlord an order under section 67 for the balance of \$ 1998.89. This order may be filed in the Small Claims Court and enforced as an order of that Court.

I find that the landlord is entitled to an Order for Possession. There is outstanding rent. The Tenant has not made application pursuant to Section 46 to set aside the Notice to

End a Residential Tenancy and the time to do so has expired. In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service. The Order may be filed in the Supreme Court for enforcement.

### Conclusion

I find that the landlord has established a claim for the following:

- A monetary order in the amount of \$ 1998.89
- An order of possession effective two days after service to the tenant.

September 8, 2008  
Date of Decision