



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

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

1. A monetary order pursuant to Section 67;
2. An Order of Possession pursuant to Section 55;
3. An Order to retain the security and/or pet deposit pursuant to Section 38; and
4. An Order to recover the filing fee pursuant to Section 72.

I accept that the tenant was properly served with the Notice to End Tenancy by posting the notice to the rental unit door and the Application for Dispute Resolution hearing package by way of registered mail.

The tenant did not appear. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

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

Whether the landlord has cause to end this tenancy and receive an Order of Possession and whether the landlord is entitled to monetary order for unpaid rent and recovery of the filing fee.

## **Background and Findings**

### **Order of Possession**

Based on the undisputed evidence of the landlord 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.

### **Monetary Order**

#### ***Rental Arrears***

Based on the undisputed evidence of the landlord I find that the landlord has met the burden of proving that there are rental arrears. I find the landlord is entitled to recover of those arrears. The landlord also provided evidence that the March rental payment was not honoured by the tenant's bank and the landlord has claimed a \$25.00 NSF fee as agreed to in the tenancy agreement along with a late rental payment fee of \$20.00 also as set out in the Agreement. I will therefore allow the landlord the following sums:

February arrears	\$ 72.51
March Cheque NSF Fee	25.00
March rent late fee	20.00
April rent	880.00
April rent late fee	20.00
Total	\$1897.51

I have declined to award May rent as claimed because May rent is not yet due. However, the landlord remains at liberty to apply.

#### ***Security Deposit***

I find further that the landlord is entitled to retain the security deposit and interest to the date of this decision in partial satisfaction of the rental arrears.

#### ***Filing Fees***

I find that the landlord is entitled to recover the filing fees paid for this application.

#### ***Calculation of total Monetary Award***

Rental Arrears	\$1,897.51
Less Security Deposit (no interest accrued)	-440.00
Total Monetary Award	\$1,507.51

### **Conclusion**

The landlord is provided with a formal copy of an order of possession. This is a final and binding Order enforceable as any Order of the Supreme Court of British Columbia.

The landlord is provided with a formal copy of an order for the total monetary award as set out above. This is a final and binding Order enforceable as any Order of the Provincial Court of British Columbia.

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 10, 2012.

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Residential Tenancy Branch