



## Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CONFIDE ENTERPRISES LTD.  
and [tenant name suppressed to protect privacy]

### **DECISION**

Dispute Codes: MNR OPR MNSD FF

#### **Introduction:**

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

- a) A monetary order pursuant to Sections 46 and 67;
- b) An Order of Possession pursuant to Sections 46, and 55;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

#### **SERVICE:**

The tenant did not attend. The landlord gave sworn testimony that the tenant was served with the Notice to end Tenancy dated February 5, 2014 by posting in on the door and personally with the Application for Dispute Resolution on March 3, 2014. I find the tenant was legally served with the documents according to sections 88 and 89 of the Act.

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

The tenant was issued a Notice to End Tenancy dated February 5, 2014 for unpaid rent. Is the landlord now entitled to an Order of Possession and to a Monetary Order for rental arrears and filing fee?

#### **Background and Evidence:**

The tenant did not attend though personally served with the Application/Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced on May 1, 2012, a security deposit of \$400.00 was paid and rent is currently \$800 a month.

The landlord said there is currently \$300 of rent in arrears; the tenant made some partial payments and was given a receipt for temporary occupancy –not to reinstate the

tenancy. The landlord requests an Order of Possession and a monetary order for rental arrears and filing fee and to retain the security deposit to offset the amount owing. In evidence are the lease and the Notice to End Tenancy.

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

### **Analysis**

#### **Order of Possession**

I find that the landlord is entitled to an Order of 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. I find the tenant in making some payments did not reinstate the tenancy for the landlord limited the acceptance to "temporary occupancy only". 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. An Order of Possession is issued effective two days from service.

#### **Monetary Order**

I find that there are rental arrears in the amount of \$300 representing rental arrears to March 31, 2014.

### **Conclusion:**

I find the landlord is entitled to an Order of Possession effective two days from service and a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application. The balance of the security deposit will remain in trust for the tenant.

Rent arrears to March 31, 2014	300.00
Filing fee	50.00
Less security deposit (no interest 2012-2014)	-400.00
Balance of Security Deposit in trust	-50.00

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: March 13, 2014

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Residential Tenancy Branch

