



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SALAMAT OPERATIONS SOCIETY AND TERRA PROPERTY  
MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR OPR 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 Section 67;
- b) An Order of Possession pursuant to Sections 46, and 55; 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 Notice to end Tenancy dated January 16, 2014 was served by posting it on the tenant's door and the Application for Dispute Resolution by registered mail. It was verified online as successfully delivered. I find that the tenant was properly 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 January 16, 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 although served with the Application/Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The landlord testified that tenancy commenced on July 2, 2002, rent as subsidized is \$972 and a security deposit of \$410 was paid on June 26, 2002. The landlord testified that the tenant is in rent arrears of \$1466 as of March 31, 2014. She accounted for the arrears as follows: \$2678 was owed on January 1, 2014, \$906 for February and \$906 for March. Of these arrears, the tenant paid \$700 on January 17,

2014, \$512 in February and \$1812 on March 21, 2014 and for each payment was given a receipt noting it was “for use and occupancy only”.

In evidence is the Notice to End Tenancy, the lease agreement, proof of service, a General ledger and rent calculations and several receipts showing “for use and occupancy only”.

On the basis of the 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. 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 \$1466 representing rental arrears to March 31, 2014. I find the landlord does not wish to use the security deposit to offset the amount owing but will hold it in trust and deal with it after the tenant has vacated.

### **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 recover filing fees paid for this application.

#### **Calculation of Monetary Award:**

Rent arrears to March 31, 2014	1466.00
Filing fee	50.00
Total Monetary Order to Landlord	1516.00

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: April 01, 2014

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**Residential Tenancy Branch**

