



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FIVE MILE HOLDINGS 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 Section 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:**

Only the landlord attended and gave sworn testimony that they served the Notice to end Tenancy dated February 17, 2014 by posting it on the door and the Application for Dispute Resolution by registered mail. It was verified online as successfully delivered, then later a Notice was left by Canada Post and the tenant failed to pick it up by March 27, 2014 so it was returned to the sender. I find that the tenant is deemed to be 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 17, 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:**

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The sworn testimony is that the tenancy commenced on June 1, 2008, a security deposit of \$380 was paid and rent is currently \$805 a month. The landlord is claiming the rental arrears of \$80. They said the tenant paid \$1640 on March 4, 2014 leaving \$80 of arrears. They provided evidence of the receipt issued "for use and occupancy only" so the tenancy was not reinstated. The landlord requests that the outstanding amounts be awarded as a deduction from the security deposit to offset

the amount owing. The tenant did not submit any documents to dispute the amount owing.

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. 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 April 2, 2012 as agreed by the parties.

#### **Monetary Order**

I find that there are rental arrears in the amount of \$80 which is well supported by the rent ledger in evidence. I find the landlord entitled to recover the rent arrears.

#### **Conclusion:**

I find the landlord is entitled to an Order of Possession effective two days from service and a monetary order as calculated below and to recover filing fees paid for this application; this amount is deducted from the security deposit to offset the amount owing. \$250 will remain as a security deposit for the tenant.

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

Rent arrears to March 31, 2014	80.00
Filing fee	50.00
Deduct security deposit (no interest 2008-14)	-380.00
Amount remaining in trust for tenant	-250.00

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**

