



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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 amendment 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 he served the Notice to end Tenancy dated December 3, 2014 by posting it on the door and the Application for Dispute Resolution by registered mail. It was verified online that the registered mail was available for pickup and the tenant was notified but failed to pick it up after 20 days so it was returned. I find that the tenant is deemed to be served with the Application/ Notice of Hearing according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated December 3, 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 but is deemed to be served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenant commenced living in the premises in November, 2014, a security deposit of \$600 was paid and rent is currently \$1200 a month. The landlord said the tenant had only paid \$900 in rent in November and nothing since despite promises to pay.

The landlord requests a monetary order for \$2750 comprised of \$300 rent balance from November and \$1200 rent for each of December 2014 and January 2015 plus the \$50 filing fee. The landlord requests to retain the security deposit to offset the amount owing.

In evidence is the Notice to End Tenancy and tracking information from the postal service. 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 two days from service.

Monetary Order

I find that there are rental arrears in the amount of \$2700 representing rental arrears from November 2014 to January 2015. The amendment to retain the security deposit to offset the amount owing is granted.

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.

Calculation of Monetary Award:

Rent arrears: \$300+1200+1200	2700.00
Filing fee	50.00
Less security deposit (no interest 2014)	-600.00
Total Monetary Order to Landlord	2150.00

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: January 15, 2015

Residential Tenancy Branch