



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ALEXANDRA HOUSING SOCIETY AND TERRA PROPERTY
MANAGEMENT
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:

The tenant did not attend. The landlord gave sworn testimony that they served the Notice to end Tenancy dated January 9, 2015 taped on the door and the Application for Dispute Resolution by registered mail. It was verified online that delivery was attempted on January 28, 2015, notices were left but the tenant had failed to pick it up by February 5, 2015. I find that the tenant is deemed to be served with the Application 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 9, 2015 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 tenancy commenced July 2007, a security deposit of \$370 was paid July 4, 2007 and rent is currently \$874 a month. The landlord is claiming the rental arrears of \$3114 including February 2014 explained in a rental ledger as follows: \$3115 was owed in back rent until the end of December 2014 and rent was \$874 for each of January and February.

The tenant paid only \$875 of the outstanding debt in January 2015 and was given a receipt 'for use and occupancy only'. The tenant did submit any documents to dispute the amount owing. In evidence is the Notice to End Tenancy, Notices of Rent Increases for each of 2012, 2013 and 2014, a rental ledger and the tenancy agreement.

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.

Monetary Order

I find that there are rental arrears and loss in the amount of \$3114 representing rental arrears and loss to the end of February 2015.

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 and loss to Feb. 28, 2015	3114.00
Filing fee	50.00
Less security deposit + interest	-\$378.35
Total Monetary Order to Landlord	\$2785.65

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: February 11, 2015

Residential Tenancy Branch

