



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BOUNDARY MANAGEMENT INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR MNSD FF

### **Introduction:**

Only the landlord attended the hearing and gave sworn testimony that they had served the tenant with the Notice to End Tenancy dated September 10, 2015 by posting it on his door and personally with the Application/Notice of Hearing. I find the tenant is legally served pursuant to sections 88 and 89 of the Act. The hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 46 and 67 for unpaid rent ;
- b) An Order of Possession pursuant to section 55;
- c) To retain the security deposit to offset the amount owing; and
- d) An order to recover the filing fee pursuant to Section 72.

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

Has the landlord has proved on a balance of probabilities that the tenant has unpaid rent and they are entitled to end the tenancy and obtain an Order of Possession and a Monetary Order for unpaid rent? Is the landlord entitled to retain the security deposit to offset the amount owing and to recover the filing fee?

### **Background and Evidence:**

The tenant did not attend the hearing although 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 landlord stated that the tenancy commenced November 1, 2013, that monthly rent is \$900 and a security deposit of \$450 was paid. The landlords provided a copy of their rental ledger as evidence. It shows the tenant has been making intermittent cash payments for less than the monthly rent since 2014. When the Notice to End Tenancy was served on September 10, 2015, the tenant owed \$2610.00. He currently owes \$3810 and is still living in the unit.

The landlord requests an Order of Possession effective as soon as possible and a monetary order for \$3,810 plus filing fee and to retain the security deposit to offset the amount owing. The landlord provided in evidence several copies of previous Notices to End Tenancy that had been issued, a rental ledger and a tenancy agreement.

The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, 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.

I find the landlord's rental ledger is accurate and reliable. I find that there are rental arrears and rent for over holding to December, 2015 in the amount of \$3810 as the tenant is still living in the premises.

**Conclusion:**

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

**Calculation of Monetary Award:**

Rent arrears and over holding rent to Dec. 2015	3810.00
Filing fee	50.00
Less security deposit (no interest 2013-15)	-450.00
<b>Total Monetary Order to Landlord</b>	<b>3410.00</b>

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: December 03, 2015

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Residential Tenancy Branch

