



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 353806 B.C. 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* (the 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.

Only the landlord applicant attended the hearing. He provided evidence that they had served the 10 Day Notice to End Tenancy dated October 7, 2015 taped on the door and the Application for Dispute Resolution by registered mail. A signed registered mail receipt was provided as evidence. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

### **Preliminary Matter:**

The landlord had mistakenly reversed the first and last names of the tenants on the Application and he requested an amendment to show the names in the correct order. The amendment is granted as I find it is not a name change but a typographical error.

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

The tenant was issued a Notice to End Tenancy dated October 7, 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:**

Only 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 April 1, 2015, a security deposit of \$600 was paid and rent is currently \$1200 a month. The landlord said the tenant has not paid rent for August, September, October, November and December 2015 with the exception of a partial payment of \$500 in September. The landlord is claiming rental arrears of \$5500 and to retain the security deposit to offset the amount owing. The tenant did not submit documents to dispute the amount owing.

The landlord also requests an Order of Possession to be effective as soon as possible.

In evidence is the Notice to End Tenancy, registered mail receipts, a rent 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 two days from service.

#### Monetary Order

I find that there are rental arrears in the amount of \$5500 representing rental arrears from August to December 2015. I find the landlord has supplied supportive evidence in a detailed rent ledger. I find them entitled to a Monetary Order for \$5500.

### **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 Aug. to December 2015	5500.00
Filing fee	50.00
Less security deposit	-600.00
<b>Total Monetary Order to Landlord</b>	<b>4950.00</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 17, 2015

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Residential Tenancy Branch

