



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 OPR MNSD FF

Introduction:

Only the landlord attended and gave sworn testimony that the 10 day Notice to end Tenancy dated November 5, 2015 was served posted on the door and the Application for Dispute Resolution personally. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act. The landlord applies 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 and pet damage deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated November 5, 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 in October 1, 2013 and rent is \$1200 a month plus \$25 parking fee. The landlord said one tenant vacated on August 31, 2015 and signed over the security deposit of \$600 and pet damage deposit of \$600 in favour of the remaining tenant. The landlord provided a copy of the rental ledger showing the tenant owes \$4475 in arrears as of January 2016. After he was served the Notice to End Tenancy, his brother paid \$500 towards the debt and was given a receipt "for use and occupancy only". Taking into account the \$500 payment, the tenant still owes \$4475 in arrears as of January 2016. The landlord is claiming the rental arrears of \$4475 and requests an Order of Possession to be effective as soon as possible. The tenant provided no documents and did not attend the hearing to dispute the amount owing.

In evidence are the rental ledger, Notices to End Tenancy issued for September, October and November 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 in the amount of \$4475 including parking fees representing rental arrears from October 2015 to January 2016.

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 and pet damage deposits to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears from October 2015 to January 2016	4475.00
Filing fee	50.00
Less security and pet damage deposits(no interest 2013-16)	-1200.00
Total Monetary Order to Landlord	3325.00

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 20, 2016

Residential Tenancy Branch

