



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 they had served the Notice to end Tenancy dated December 7, 2015 to be effective December 17, 2015 taped on the door and the Application for Dispute Resolution by registered mail. It was verified online that notices were left but when the tenants failed to pick it up, it was returned to the sender. I find that the tenant is deemed to be served with the Application according to sections 89 and 90 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 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.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated December 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 November 1, 2013, a security deposit of \$600 was paid and rent is currently \$1200 a month. According to the rental ledger in evidence, the tenant owes \$2758 in rent to February 2016. The ledger shows the tenant was making partial payments since the Notice to End Tenancy was issued and the landlord said they issued receipts 'for use and occupancy only' to show their intent not to reinstate the tenancy by accepting the partial payments. The tenant did not dispute the Notice and provided no documents to dispute the amount owing.

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 \$2758 representing rental arrears to February 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 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. 2016	2758.00
Filing fee	50.00
Less security deposit (no interest 2013-16)	-600.00
Monetary Order to Landlord	2208.00

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: February 10, 2016

Residential Tenancy Branch

