



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR OPR MNSD FF

### **Introduction:**

Only the landlord attended the hearing and gave affirmed evidence that they served the 10 Day Notice to End Tenancy dated May 5, 2016 by posting it on the door on May 5. They served the Application for Dispute Resolution by registered mail on May 25, 2016 when they received it. I find the documents were legally served pursuant 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 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 May 5, 2016 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 December 1, 2014 on a fixed term to November 30, 2015 and was month to month thereafter. A security deposit of \$700 was paid and rent is currently \$1400 a month. The landlord said the tenant owes \$800 rent for May plus \$25 late fee and over holding rent of \$1400 for June 2016. The landlord said the tenant paid \$600 on May 31, 2016 and was given a receipt "for use and occupancy only" so the tenancy was not reinstated. The landlord is claiming the rental arrears and over holding rent of \$2225 and requests to retain the security deposit to offset the amount owing. The tenant did not attend and provided no documents to dispute the amount owing.

In evidence is the Notice to End Tenancy, the tenancy agreement, the rental ledger and registered mail receipts.

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* section 46(5) 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 and over holding rent in the amount of \$2225.00.

### **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, late fees and over holding rent	2225.00
Filing fee	100.00
Less security deposit (no interest 2014-2016)	-700.00
<b>Total Monetary Order to Landlord</b>	<b>1625.00</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: June 22, 2016

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Residential Tenancy Branch