



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TRG REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR OPR MNSD FF

### **Introduction:**

The tenant did not attend. The landlord gave sworn testimony that the 10 Day Notice to end Tenancy dated June 3, 2016 was served by emailing it to the tenant while he was on the telephone discussing it with her. She immediately confirmed delivery as evidenced by her email. The Application for Dispute Resolution was served personally. I find the tenant is served with the documents pursuant to my authority under section 71 of the Act as the Notice to End Tenancy was brought to her attention immediately as evidenced by her email. 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) 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:**

Is the landlord entitled to an Order of Possession and to a Monetary Order for rental arrears and filing fee?

### **Background and Evidence:**

The tenant did not attend although served with the Application/Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The landlord testified that tenancy commenced on May 15, 2016 on a fixed term lease to May 15, 2017, rent is \$1200 a month and a security deposit of \$600 was paid. The landlord testified that the tenant is in rent arrears of \$2400 as of July 1, 2016 as neither June or July rent was paid. Rent is paid on the first of each month. In the initial month, adjustments were made from the 15<sup>th</sup> to the 1<sup>st</sup> of the month. He said the tenant had some personal issues and said she would pay numerous times but was unable to keep her promises. The landlord requests an Order of Possession and a monetary order for unpaid rent and filing fee.

In evidence is the Notice to End Tenancy and emails between the parties. 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 \$2400 representing rental arrears for June and July 2016. I find the landlord entitled to retain the security deposit to offset the amount owing.

### **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 recover filing fees paid for this application.

#### Calculation of Monetary Award:

Rental arrears and over-holding rent	2400.00
Filing fee	100.00
Less security deposit	-600.00
<b>Total Monetary Order to Landlord</b>	<b>1900.00</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: July 21, 2016

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Residential Tenancy Branch

