



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes: MNR OPR FF

### **Introduction:**

Only the landlord attended the hearing and gave sworn testimony that they served the 10 Day Notice to End Tenancy personally on June 23, 2016. This was one of many 10 Day Notices given to the tenant. The landlord also testified that they served the Application for Dispute Resolution personally with a witness on June 29, 2016. I find that the tenant was properly 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; 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 June 23, 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:**

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 he became property manager in February 2016 and the records are somewhat incomplete. There is no written tenancy agreement. However, he understands the tenancy commenced in 2014, the rent was discounted to \$2000 payable on the first of each month and no security deposit was paid. He said the owner made special concessions to this young family.

The landlord testified that the tenant is in rent arrears of \$2050, which is \$50 for July 2016 and \$2000 for August 2016. He said the tenants have made partial payments on many occasions and it is difficult to collect rent from them. After he issued the Notice to

End Tenancy in June 2016, he provided signed receipts showing further rent payments were accepted for “use and occupancy only” and were not to reinstate the tenancy.

In evidence is the Notice to End Tenancy plus several other Notices to End Tenancy, proof of service, and rent receipts for a number of months. 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 \$2050 representing rental arrears to August 2016. There is no security deposit.

### **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:**

Rent arrears to August 2016	2050.00
Filing fee	100.00
Total Monetary Order to Landlord	2150.00

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: August 11, 2016

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Residential Tenancy Branch