



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRSTSERVICE RESIDENTIAL BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR MNSD FF

Introduction:

Only the landlord attended the hearing and gave sworn testimony. They confirmed that the 10 Day Notice to End Tenancy dated July 8, 2016 to be effective July 18, 2016 and the Application for Dispute Resolution were both served by registered mail. The tenant did not claim them and after final notices were left, they were returned to the sender. I find that the tenant

is deemed to be served pursuant to sections 88, 89 and 90 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:

Is the landlord 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 October 1, 2015, a security deposit of \$675 and a pet damage deposit of \$675 were paid and rent is currently \$1350 a month. It is undisputed that the tenant owes \$1350 rent plus \$25 NSF charge for each of May, July, August and September 2016. The landlord said the tenant has an auto debit account and when June rent was paid, they sent the standard email in such cases advising the tenant the payment was accepted for "use and occupancy only" so the tenant did not assume the tenancy was reinstated.

The landlord is claiming the rental arrears and NSF charges totalling \$5500.00. He said the tenant still appears to be in residence as his car is still there. He has not responded to them at all. The tenant provided no documents to dispute the amount owing. The landlord requests an Order of Possession as soon as possible and to retain the security and pet damage deposits to offset the amounts owing. He said it is likely utilities are owed also but they have been unable to determine the amount that might be owed. 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 and NSF charges in the amount of \$5500 representing rental arrears from May to September 2016. I find the landlord entitled to retain the security and pet damage deposits 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 retain the security and pet damage deposits to offset the rental amount owing and to recover filing fees paid for this application. I give the landlord leave to reapply for further rental loss and damages.

Calculation of Monetary Award:

Rental arrears and loss to Sept. 2016 including NSF charges	5500.00
Filing fee	100.00
Less security (675) and pet damage (675) deposits	-1350.00
Total Monetary Order to Landlord	4250.00

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: September 15, 2016

Residential Tenancy Branch