



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MACDONALD COMMERCIAL R.E.S. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, parking fees and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the monetary claim.

The notice of hearing was served on the tenant on January 29, 2016 and August 05, 2016 by registered mail. The landlord filed copies of the tracking slips. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession and a monetary order?

Background and Evidence

The tenancy started on July 01, 2015 for a fixed term of one year. The monthly rent is \$850.00 due on the first of each month. Prior to moving in, the tenant paid a security deposit of \$425.00. The tenant is also required to pay \$25.00 per month for parking.

The landlord testified that since February 2016, the tenant kept falling behind on rent payments and as of July 01, 2016 the tenant owed \$1,724.00 in outstanding rent and parking fees. On July 15, 2016, the landlord served the tenant with a ten day notice to end tenancy for \$1,724.00 in unpaid rent and parking fees. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent.

The landlord testified that at the time of the hearing the tenant owed the landlord rent and parking fees for August (\$875.00) and September 2016 (\$875.00) in addition to the \$1,724.00 that was outstanding, for a total of \$3,474.00.

The landlord is applying for an order of possession effective two days after service on the tenant and a monetary order in the amount of \$3,474.00 for unpaid rent and parking fees, plus \$100.00 for the filing fee. The landlord is also applying to retain the security deposit of \$425.00 in partial satisfaction of the claim.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on July 15, 2016 and did not pay rent within five days of receiving the notice to end tenancy nor did the tenant make 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. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I find that the landlord is entitled to her monetary claim of \$3,474.00 for unpaid rent and parking fees plus \$100.00 for the filing fee. I order that the landlord retain the security of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$3,149.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective **two days after service** on the tenant and a monetary order in the amount of **\$3,149.00**.

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 16, 2016

Residential Tenancy Branch