



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1069185 BC Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MNDC, MNR, MNSD, OPR

### Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, requesting a Monetary Order for \$3255.00, requesting recovery of the \$100.00 filing fee, and requesting an Order to retain the full security deposit of \$435.00 towards the claim.

The applicant testified, and has provided evidence that shows, that the respondent was served with notice of the hearing by registered mail that was mailed on October 5, 2016; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The testimony was taken under affirmation.

### Issue(s) to be Decided

The issues are, whether the applicant has established the right to an Order of Possession, and whether the applicant has established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The applicant testified that the tenant moved into this rental unit on November 1, 2014, and, at that time, paid a security deposit of \$435.00.

The applicant further testified that the present rent is \$930.00, due on the first of each month.

The applicant further testified that the tenant only paid one half of the August 2016 rent and paid no rent for the month of September 2016, and therefore, on September 3, 2016, the tenant was served with a 10 day Notice to End Tenancy.

The applicant further testified that the tenant has failed to comply with the Notice to End Tenancy and has failed to pay any further rent.

The applicant is therefore requesting an Order of Possession for as soon as possible and a Monetary Order as follows:

August 2016 rent outstanding	\$465.00
September 2016 rent outstanding	\$930.00
October 2016 rent outstanding	\$930.00
November 2016 rent due	\$930.00
Filing fee	\$100.00
Total	\$3355.00

### Analysis

I accept the landlords affirmed testimony that the rent for this unit is \$930.00 per month.

I also accept the landlords affirmed testimony that the above amounts of rent are outstanding, and I therefore allow the landlords request for a Monetary Order for that outstanding rent plus the filing fee. I have allowed November 2016 rent as well since I find it very unlikely that the landlord will be able to re-rent the unit for the month of November 2016.

It is my finding that the landlord has shown that the tenant was served with a valid 10 day Notice to End Tenancy and that the tenant has failed to comply with that notice, and I therefore allow the request for an Order of Possession pursuant to sections 46 and 55 of the Residential Tenancy Residential Tenancy Act.

### Conclusion

Pursuant to section 55 of the Residential Tenancy Act I have issued an Order of Possession that is enforceable two days after service on the respondent.

Pursuant to section 67 of the Residential Tenancy Act I have allowed the landlords full claim of \$3355.00, and I therefore Order that the landlord may retain the full security deposit of \$435.00, and I have issued a Monetary Order in the amount of \$2920.00.

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: November 01, 2016

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Residential Tenancy Branch