



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A A matter regarding REMAX PROFESSIONAL RENTAL MANAGEMENT
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. He stated that the 10 Day Notice to End Tenancy dated November 23, 2016 to be effective December 1, 2016 was served by posting it on the door and the Application for Dispute Resolution was served by registered mail (number provided). Since the 10 Day Notice was served by posting it on the door, it is deemed to be received three days later or November 26, 2016. I find the effective date on the Notice to End Tenancy is automatically corrected to December 6, 2016 pursuant to section 53 of the Act as a 10 Day Notice must give a full 10 days notice. The landlord said the registered mail was not returned and the tenant left a message that she was vacating. I find that the tenant was legally 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:

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

Background and Evidence:

Only the landlord attended although the tenant was served with the Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced September 1, 2016, no security deposit was paid as the cheque was returned NSF and rent is currently \$1500 a month. The landlord said the tenant owes \$7500 in rent from September 2016 to January 2017 as she has never paid rent. The landlord is claiming the rental arrears of \$7500 and requests an Order of Possession. The tenant submitted no documents to dispute the amount owing and did not attend the hearing.

In evidence is the Notice to End Tenancy and proofs of service. A CD of conversations was also provided. 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. I find the tenancy ended on December 6, 2016 (as corrected). It appears the tenant may have vacated in January, according to message left for the landlord. An Order of Possession is issued effective two days from service.

Monetary Order

I find that there are rental arrears and over-holding rent in the amount of \$7500.00 representing rent from September 2016 to January 2017.

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 Sept. –Dec. 2016	6000.00
Over-holding Rent Jan. 2017	1500.00
Filing fee	100.00
Total Monetary Order to Landlord	7600.00

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: January 11, 2017

Residential Tenancy Branch