



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR MNSD FF

Introduction:

Only the landlord's agent attended the hearing and gave sworn testimony. The agent will be called 'the landlord' in this Decision for clarity. The landlord said the 10 Day Notice to End Tenancy dated December 2, 2016 to be effective December 17, 2016 and the One Month Notice to End Tenancy dated December 2, 2016 to be effective January 31, 2017 were served by registered mail. Their application for dispute resolution was also served by registered mail. The registered mail receipts are provided as evidence. The landlord said the Application was unclaimed as of January 13, 2017 and likely will be returned. I find that the tenant was legally served or deemed to be served with the documents according to sections 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, or 47 and 55;
- c) To retain the security deposit to offset the amount owing; 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 September 1, 2016, a security deposit of \$725 was paid and rent is currently \$1450 a month. It is undisputed that the tenant owes \$1450 rent for December 2016 and \$1450 rent for January 2017. The landlord chooses to proceed on the 10 Day Notice to End Tenancy as the tenant has paid no rent since the 10 Day Notice was served. The landlord is claiming the rental arrears of \$2900. The tenant did not attend or file any documents to dispute the amount owing.

In evidence is the 10 Day Notice, the One Month Notice, registered mail receipts and the agent's authority. 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 17, 2016. 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 \$2900 for December 2016 and 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 retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Arrears Dec. 2016 & Over-holding rent Jan. 2017	2900.00
Filing fee	100.00
Less security deposit (no interest 2016-17)	-725.00
Total Monetary Order to Landlord	2275.00

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 18, 2017

Residential Tenancy Branch

