



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NPR LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR OPR MNSD FF

### **Introduction:**

Only the landlord's representative (hereinafter called 'the landlord') attended the hearing and gave sworn testimony. She stated that the 10 Day Notice to End Tenancy dated March 7, 2017 to be effective March 22, 2017 was served March 9, 2017 by posting it on the door and the Application for Dispute Resolution was served by registered mail and received by the tenant on March 24, 2017. 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) To retain the security deposit to offset the amount owing;
- c) 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 August 1, 2016 on a fixed term lease to expire July 31, 2017, a security deposit of \$299 was paid and rent was \$1100 a month. A discount of \$250 a month was given for the fixed term lease so the tenant was paying \$850 a month. The landlord said the tenant owed \$1355.57 in arrears to March 2017 when the Notice to End Tenancy was served. The tenant has not paid any rent since so now owes for April also. The landlord is claiming the rental arrears of \$1355.57 and requests an Order of Possession as soon as possible. The tenant submitted no documents to dispute the amount owing and did not attend today. In evidence is the Notice to End Tenancy and proofs of service, a rental ledger showing \$810 in rent arrears, \$250 for 5 NSF charges and \$295.57 charged back for utilities. In

evidence is also a gas bill and letters to the tenant. 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 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 March 22, 2017 but the tenant is still in residence. An Order of Possession is issued effective two days from service.

#### **Monetary Order**

I find that there are rental arrears, NSF charges and utilities owing totalling \$1355.57 to March 2017. The landlord's evidence is well supported by the ledger. I find the landlord entitled to a monetary order for this amount, plus the filing fee.

### **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 and to retain the security deposit to offset the amount owing.

#### **Calculation of Monetary Award:**

Rental Arrears and charges	1355.57
Filing fee	100.00
Less security deposit	-299.00
<b>Total Monetary Order to Landlord</b>	<b>1156.57</b>

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: April 25, 2017

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**Residential Tenancy Branch**