



Dispute Resolution Services

Page: 1

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 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 by posting it on the door and the Application for Dispute Resolution and Amendment were served by registered mail. The landlord said the Canada Post records show each of the tenants picked up one of the registered mail items and chose not to pick up one. I find that the tenants were 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 a monetary order pursuant to Section 67; an Order of Possession pursuant to Sections 46, and 55; and 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 tenants were 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 December 1, 2016, a security deposit of \$399 was paid and rent was \$700 a month after the deduction of a \$200 incentive for signing the lease. The tenants moved to a different unit in February 2017 and rent was then \$750 a month after the \$200 deduction. The landlord said the tenant stopped payment on the rent cheques for March and April 2017.

The landlord is claiming the rental arrears of \$1500 plus \$450 for costs involved when the tenants changed units plus \$50 in bank charges for the two stopped payments. The landlord requested removal of a \$233.92 charge listed as unpaid February rent as she said she was unable to verify that. The landlord requests an Order of Possession effective as soon as possible. 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, the rental ledger, copies of NSF cheques, the tenancy

agreement, the condition inspection report showing charges for the first unit and registered mail receipts. 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 March 22, 2017. 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 \$1500.00 for March and April 2017. I find the tenants also owe \$450 for costs involved in repairs and cleaning for the first unit they occupied and \$50 in bank charges for the two payments they stopped. I find the landlord entitled to a total monetary order for \$2000.

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 amount owing and to recover filing fees.

Calculation of Monetary Award:

Rental Arrears March 2017	750.00
Over-holding Rent April. 2017	750.00
Repair & cleaning costs	450.00
NSF fees	50.00
Filing fee	100.00
Less security deposit	-399.00
Total Monetary Order to Landlord	1701.00

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: April 26, 2017

Residential Tenancy Branch