



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 43 HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR OPC OPB MNSD FF

### **Introduction:**

Only the landlord attended the hearing and gave sworn testimony. They confirmed that the One Month Notice to End Tenancy dated January 1, 2017 to be effective February 7, 2017 was served personally and the Application for Dispute Resolution was served by registered mail and noted as received. The effective date on the Notice is automatically corrected to February 28, 2017 pursuant to section 53 of the *Residential Tenancy Act* (the Act) as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. 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 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 now entitled to an Order of Possession and to a Monetary Order for rental arrears and filing fee?

### **Background and Evidence:**

Only the landlord attended although the tenant was notified of the hearing by registered mail. The landlord was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced July 1997, with a second tenancy agreement signed on November 1, 2006, a security deposit of \$350 was paid in November 2006 and rent as subsidized is \$466 a month. It is undisputed that the tenant owes \$2669 rental arrears and has had a large balance since 2015. The tenant has paid no rent since the Notice to End Tenancy was served.

The landlord said the Notice to End Tenancy served pursuant to section 47 was for a breach of the tenancy agreement. Addendums to the tenancy agreement provide that annual reports and reviews of income for all occupants are required. The tenant failed to provide the required information even after 4 notices or warnings were sent to her. The landlord requests an Order of Possession effective as soon as possible as it appears the tenant has vacated. They also request a monetary order for \$2669 in arrears, \$20 in NSF charges, \$12.50 in repair charges. They submitted in support a rental ledger, the Notice to End Tenancy, the letters advising the tenant of her obligations to provide the required information with the last one dated October 20, 2016.

The tenant did not attend and did not submit any documents to dispute the amount owing. 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. The Tenant has not made application pursuant to Section 47 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 which was February 28, 2017 (as corrected by section 53 of the Act). An Order of Possession is issued effective two days from service.

#### Monetary Order

I find that there are rental arrears in the amount of \$2699.00, NSF charges of \$20 and \$12.50 in repair charges. I find the landlord entitled to a monetary order as requested.

### **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:

Rental arrears	2669.00
NSF charge	20.00
Repair charge	12.50
Filing fee	100.00
Less security deposit	-360.89

<b>Total Monetary Order to Landlord</b>	<b>2440.61</b>
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Interest Calculation on Deposit:

The total is **\$360.89** based on the **\$10.89** of interest that is owed on the deposit based on the deposit calculator on the RTB website.

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 12, 2017

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Residential Tenancy Branch