



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 April 10, 2017 to be effective April 21, 2017 was served by posting it on the door and the Application for Dispute Resolution was served by registered mail. He said the tenant picked it up. 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;
- 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 a Monetary Order for rental arrears and filing fee?

Background and Evidence:

Only the landlord attended although the tenant is deemed to have received the Notice of Hearing pursuant to section 90 of the Act. The landlord asked if I might call the tenant so he did not miss the hearing. I declined and advised him that the legal procedure was for me to hear the parties who attended and consider documents that might have been submitted. The landlord was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced November 17, 2015, a security deposit of \$450 was paid and rent is currently \$925 a month. The landlord said the tenant owes \$550 for January 2017 rent, \$125 for February, \$900 for April and \$225 for May. He said when the tenant paid him \$700 in May, he made it clear to him that he was applying this to the outstanding debt and he was not reinstating the tenancy. He told him that if he wanted to stay, he would have to pay all the outstanding arrears by the time of the hearing today.

The landlord requests an Order of Possession effective two days from service and a monetary order for outstanding rent and filing fee. He asks to retain the security deposit

to offset the amount owing. The tenant submitted no documents to dispute the amount owing and did not attend the hearing.

In evidence is the Notice to End Tenancy, proofs of service and a list of amounts owed for rent. 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 April 21, 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 \$1800 representing rent from January 2017 to May 31, 2017 as detailed above.

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 & over-holding rent	1800.00
Filing fee	100.00
Less security deposit (no interest 2015-17)	-450.00
Total Monetary Order to Landlord	1450.00

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: May 24, 2017

Residential Tenancy Branch