



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AQUILINI PROPERTIES LP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: OPR MNR

### **Introduction:**

This application was originally considered in an ex parte proceeding (Direct Request Proceeding) on August 2, 2017. It was adjourned to a participatory hearing today as there was a question about the landlord's name. Only the landlord attended the hearing and gave sworn evidence that they served the Notice of Hearing by registered mail (numbers provided). The 10 Day Notice to End Tenancy was posted on the tenant's door on July 3, 2017. I find the documents were legally served pursuant to sections 88 and 89 of the *Residential Tenancy Act* (the Act) for the purposes of this hearing.

The landlord applies for orders as follows:

1. An Order of Possession pursuant to a 10 Day Notice to End Tenancy;
2. A Monetary Order for unpaid rent;
3. To retain the security deposit to offset the rent owing and to recover filing fees.

### **Issues:**

Is the landlord entitled to an Order of Possession pursuant to section 46 of the Act and to a monetary order for unpaid rent?

### **Background and Evidence:**

Only the landlord attended, although I find the tenant was served with the Notice of Hearing. The landlord was given opportunity to be heard, to make submissions and provide evidence. The tenancy commenced on September 1, 2016, rent is \$1000 a month and a security deposit of \$500 was paid. The landlord said that no rent was paid for July 2017 and the 10 Day Notice was served. The tenant did not dispute the Notice or pay the rent. No rent for August 2017 has been paid also.

The landlord requests an Order of Possession and a monetary order for \$1000 for July rent. The manager who attended the hearing explained the discrepancy in the landlord's name. He said the professional company manages the tenancy and has

always been the landlord. All the tenant's rent cheques are made out to this company. However, he acting as the building manager, signed the lease.

**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. An Order of Possession is issued effective two days from service.

**Monetary Order**

I find that there are rental arrears in the amount of \$1000 for July 2017 plus over holding rent which was not claimed in the application.

**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. I give the landlord leave to reapply for further rent that is owed and damages.

**Calculation of Monetary Award:**

Rent July 2017	1000.00
Filing fee	100.00
Less security deposit	-500.00
<b>Total Monetary Order to Landlord</b>	<b>600.00</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: August 30, 2017

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Residential Tenancy Branch