



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR OPR OPB MNDC MNSD FF

Introduction:

Only the landlord attended the hearing and gave sworn testimony. He stated that the 10 Day Notice to End Tenancy dated May 25, 2017 to be effective June 3, 2017 was served by posting it on the door and the Application for Dispute Resolution was served by personally and by registered mail. 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 for unpaid rent and damages;
- b) An Order of Possession pursuant to Sections 44, 45 or 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 April 23, 2017 on a fixed term to July 22, 2017, a security deposit of \$375 and a utility deposit of \$100 were paid and rent is \$750 a month. The landlord said the tenant paid rent for June and July but none for August; it was due on August 22, 2017. He said the tenant refuses to vacate although the fixed term has ended. The landlord is claiming over holding rent of \$750 which was due August 23, 2017 and utility arrears of \$76 (current arrears) plus \$28 past utility arrears. He also sought damages and to retain the security deposit. He requests an Order of Possession as the fixed term has ended. The tenant submitted no documents to dispute the amount owing and did not attend the hearing.

In evidence is the Notice to End Tenancy, photographs, the tenancy agreement, and a registered mail receipt. 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. I find the tenancy was a fixed term expiring July 22, 2017 and both parties initialled on the lease that vacant possession would be given at the end of the lease. I find the tenancy ended on July 22, 2017 pursuant to the lease terms. An Order of Possession is issued effective two days from service.

Monetary Order

I find the evidence is that there is over holding rent of \$750 as of August 23, 2017 and utility arrears of \$104. The security deposit and utility deposit will remain in trust with the landlord to be dealt under section 38 of the Act. I advised the landlord to follow the provisions of section 38 to deal with the deposits.

I find the landlord provided insufficient evidence of damages and costs to repair them. I dismiss this portion of his claim and give him leave to reapply.

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. I dismiss the application of the landlord for damages and give him leave to reapply within legislated time limits.

Calculation of Monetary Award:

Over holding rent August 2017	750.00
Utility arrears	104.00
Filing fee	100.00
Total Monetary Order to Landlord	954.00

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: August 29, 2017

Residential Tenancy Branch