



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 said he served a number of Notices to End Tenancy, the last one being a 10 Day Notice to End Tenancy dated September 7, 2017 to be effective September 17, 2017. He served the Notice and the Application for Dispute Resolution personally and the tenant's room mate signed to acknowledge receipt. The signed receipt is in evidence. 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 Sections 7 and 67 for unpaid rent and damages;
- b) An Order of Possession pursuant to Sections 46 or 47 and 55;
- c) An Order to retain the security deposit pursuant to Section 38; 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 to a Monetary Order for rental arrears and filing fee?

Background and Evidence:

Only the landlord attended although the tenant was served with Notice of the Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced in October 2016, a security deposit of \$600 was paid and rent is currently \$1200 a month. The landlord said the tenant had many room mates during her tenancy who paid half of the rent but she often did not pay her half (\$600) on time. Approximately six 10 Day Notices are in evidence due to this repeated late payment of rent. He also issued a One Month Notice to End Tenancy for the cause of repeated late payment of rent among other causes.

The landlord said the tenant has not paid the \$600 owed according to the 10 Day Notice to End Tenancy served on September 7, 2017. He requests an Order of Possession and a Monetary Order for \$600 for unpaid rent. He asks to retain the security deposit to offset the amount owing and to recover the filing fee.

In evidence are many Notices to End Tenancy, a lease agreement, photographs and information from a Police file. The tenant submitted no documents to dispute the application. 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 which was September 17, 2017. I find the tenancy is at an end. . An Order of Possession is issued effective two days from service.

Monetary Order

Based on the evidence, I find that there are rental arrears in the amount of \$600 representing rental arrears from August 26, 2017 to September 25, 2017.

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. I give the landlord leave to reapply for further unpaid rent and damages after the tenant vacates. Calculation of Monetary Award:

Unpaid rent due August 26, 2017	600.00
Filing fee	100.00
Less security deposit	-600.00
Total Monetary Order to Landlord	100.00

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: October 10, 2017

Residential Tenancy Branch