



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COAST PACIFIC PROPERTY SERVICES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR OPR MNSD FF

### **Introduction:**

Only the landlord attended the hearing and gave sworn testimony. The landlord said they personally served the 10 Day Notice to end Tenancy dated July 12, 2017 to be effective July 23, 2017 and the Application for Dispute Resolution by registered mail (tracking # provided). The registered mail was not claimed by the tenant. 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) To recover the filing fee.

### **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?

### **Preliminary Issue:**

The landlord's name was listed in one area as an estate but the property management company was shown on the 10 Day Notice to End Tenancy and other documents as the landlord. They manage the property for the estate. They requested that they be shown on the Decision and any Orders as they would be the party enforcing Orders. Their request was granted.

### **Background and Evidence:**

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced July 1, 2016, rent is \$900 a month and a security deposit of \$450 was paid. The landlord said the tenant owed \$1400 as of July 1, 2017 and has not paid any of this or any rent since the Notice to End Tenancy was served. The landlord claims \$5000 in outstanding rent. The tenant did attend the

hearing or submit any documents to dispute the amount owing. The landlord provided copies of the Notice to End Tenancy, proofs of service, the tenancy agreement and the move in report.

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

**Monetary Order**

I find that there are rental arrears in the amount of \$5000 representing rental arrears from July to November 30, 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.

Calculation of Monetary Award:

|   |                |
|---|----------------|
| Rental arrears and over holding rent to Nov.30,2017 | 5000.00        |
| Filing fee  | 100.00         |
| Less security deposit                               | -450.00        |
| <b>Total Monetary Order to Landlord</b>             | <b>4650.00</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: November 29, 2017

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**Residential Tenancy Branch**