



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR OPR MNSD FF

### **Introduction:**

Only the landlord and a witness attended the hearing and gave sworn testimony. The landlord said they served the 10 Day Notice to end Tenancy dated August 17, 2017 to be effective August 30, 2017 by posting it on the door and the Application for Dispute Resolution by registered mail (tracking # provided).. 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?

### **Background and Evidence:**

Only the landlord and witness attended and were given opportunity to be heard, to present evidence and to make submissions. They provided evidence that the tenancy commenced August 15, 2016, a security deposit of \$350 was paid and rent is \$700 a month. They said the tenant has paid no rent since April 2017 so owes rent from May to November 2017 (7x\$700=\$4900). When I queried why the Notice to End Tenancy showed only \$700 owing as of August 15, 2017, the daughter witness said she had done the paperwork and made a mistake thinking she should only show one month's rent. She confirmed the tenant has paid no rent since April so owes rent from May 2017 to the present.

In evidence is the tenancy agreement, the 10 Day Notice to End Tenancy and proofs of service. The tenant did not provide any documents or attend the hearing to dispute the

amount owing. 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 \$4900 representing rental arrears and over holding rent from May 15, 2017 to November 15, 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:

Rent arrears and over holding rent	4900.00
Filing fee	100.00
Less security deposit	-350.00
<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