



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPL, MNR, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession pursuant to a notice to end tenancy for landlord's use of property and for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his monetary claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

During the hearing, the landlord requested me to dismiss the portion of his application that deals with the security deposit and allow him to make application for his claims if any, against the security deposit after the tenancy ends. Since the tenancy has not yet ended I allowed the landlord's request and have dismissed this portion of his application with leave to reapply.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

### **Background and Evidence**

Both parties agreed that the tenancy started in February 2016 for a monthly rent of \$750.00 and that a deposit of \$450.00 was paid to the landlord at the start of tenancy.

The landlord testified that on June 30, 2017, he served the tenant with a notice to end tenancy for landlord's use of property, to be effective on August 31, 2017. The tenant did not dispute the notice but did not move out on the effective date of the notice. The landlord testified that the tenant failed to pay rent for November in the amount of \$750.00. The landlord is claiming this amount along with the filing fee of \$100.00.

Both parties agreed that pursuant to a notice to end tenancy for landlord's use of property, the tenant has already received his month free rent in August 2017. The

tenant testified that he has found accommodation and will move out within a day or two of this hearing (December 06, 2017). The landlord agreed to waive rent for December.

### **Analysis**

Based on the sworn testimony and documentary evidence of both parties, I find that the tenant received the notice to end tenancy, on June 30, 2017 and did not make application, pursuant to Section 49 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. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I further find that the landlord is entitled to \$750.00 for unpaid rent plus \$100.00 for the filing fee. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective two days after service on the tenant.

I grant the landlord a monetary order in the amount of \$850.00

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: December 06, 2017

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Residential Tenancy Branch