



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GUSTAV WASA HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Introduction:**

Only the landlord's representatives (hereinafter called 'the landlord') attended the hearing and gave sworn testimony. They said the 10 Day Notice to end Tenancy dated December 5, 2017 to be effective December 15, 2017 was served posted on the door on December 5, 2017 and the Application for Dispute Resolution was served personally. The tenant acknowledged receipt and just told them to go ahead with the process. 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 with interest to offset the amount owing.

### **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? Are they entitled to retain the security deposit to offset the amount owing?

### **Background and Evidence:**

Only the landlord attended although the tenant was served with the Application/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 in April 1998, a security deposit of \$340 was paid on April 1, 1998 and rent is currently \$464 a month as subsidized. The landlord said the tenant paid no rent for December, 2017 or for January and February 2018. The tenant was served a 10 Day Notice to End Tenancy on December 5, 2017 and did not file an Application to dispute it.

The landlord is claiming the rental arrears of \$1392 (3x\$464). The tenant provided no documents and did not 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 which was December 15, 2017. An Order of Possession is issued effective February 28, 2018 as requested by the landlord.

#### Monetary Order

I find that there are rental arrears and over holding rent in the amount of \$1392 representing unpaid rent from December 2017 to February 2018.

#### **Conclusion:**

I find the landlord is entitled to an Order of Possession effective February 28, 2018 and a monetary order as calculated below. I find the landlord is entitled to retain the security deposit with interest 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      | 1392.00        |
| Filing fee                              | 100.00         |
| Less security deposit with interest     | <b>-382.48</b> |
| <b>Total Monetary Order to Landlord</b> | <b>1109.52</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: February 13, 2018

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Residential Tenancy Branch