



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNRL OPRL MNSDL FFL

Introduction:

The respondent tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:45 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. on May 30, 2019. The applicant landlord attended the hearing and gave sworn testimony. He was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord said he personally served the Notice to end Tenancy dated April 6, 2019 to be effective April 16, 2019, accompanied by a witness, and the Application for Dispute Resolution by registered mail. The postal service confirmed they attempted delivery on the tenant on April 17, 2019 but after leaving several notices for the tenant to pick up the registered mail without success, they returned it to the landlord on May 6, 2019. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act and is deemed to have received the Application pursuant to section 90 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 46 and 67;
- b) An Order of Possession pursuant to Sections 46, 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 and was given opportunity to be heard, to present evidence and to make submissions. He gave evidence that the tenancy commenced March 1, 2019, a security deposit of \$500 was paid and rent is \$1000 a month. The landlord said

the tenant paid no rent after the first month so owes rent for April and May 2019. The tenant provided no documents and did attend 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 April 16, 2019. An Order of Possession is issued effective two days from service.

Monetary Order

I find that there are rental arrears in the amount of \$2000.00 representing rental arrears for April and May 2019. I find the landlord entitled to retain the security deposit to offset the amount owing.

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, April & May 2019 | 2000.00 |
| Filing fee | 100.00 |
| Less security deposit | -500.00 |
| Total Monetary Order to Landlord | 1600.00 |

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: May 30, 2019

Residential Tenancy Branch