



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ARIAS & ASSOCIATES PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR FF

Introduction:

The tenant did not attend. The landlord gave sworn testimony that the Ten Day Notice to end Tenancy dated October 25, 2016 to be effective November 4, 2016 and the Application for Dispute Resolution were both served by registered mail (registered receipts in evidence). The landlord said the tenant refused to claim the documents and they were returned. I find that the tenant is deemed to be served with the documents according to section 90 of the Act. The landlord requests 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; and
- d) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Is the landlord now entitled to an Order of Possession and to a Monetary Order for rental arrears and filing fee?

Background and Evidence:

The tenant did not attend although served with the Application/Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The landlord testified that tenancy commenced some time ago in a family arrangement. The landlord testified that a verbal agreement was made on May 21, 2016 whereby the tenant would pay \$1500 a month plus \$300 utilities starting June 1, 2016. He said the tenant has paid nothing and is still in occupancy. The landlord claims only the June rent and utilities outstanding for a total of \$1800 and requests an Order of Possession as soon as possible. There is no security deposit.

In evidence is the Notice to End Tenancy, a letter outlining the verbal agreement and registered mail receipts. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

I find the landlord explained this was an unusual tenancy as the tenant had lived in the unit for some time before a verbal agreement was made to pay rent. The landlord had not claimed full rental arrears on his application and said he was content with one month's rent and utilities for June 2016 plus an Order of Possession.

Order of Possession

I find that the landlord is entitled to an Order of Possession. There is outstanding rent. I find the tenant has not paid the rent and 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 December 31, 2016 as agreed by the landlord.

Monetary Order

I find that the landlord claims only one month of rental arrears in the amount of \$1500 + \$300 utilities and is entitled to a monetary order for this amount. I find there is no security deposit.

Conclusion:

I find the landlord is entitled to an Order of Possession effective December 31, 2016 as requested and a monetary order as calculated below. I find the landlord is entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears for June 2016(1500+300)	1800.00
Filing fee	100.00
Total Monetary Order to Landlord	1900.00

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 22, 2016

Residential Tenancy Branch
