



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes:

OPR, MNR, MNSD, FF CNR, ERP, LRE, OLC, PSF, RP

Introduction

This hearing was convened in response to an application by the landlord and an application by the tenant.

The landlord's application seeks an Order of Possession due to unpaid rent, a Monetary Order to recover rental arrears and inclusive of recovery of the filing fee associated with this application, and an order to retain the security deposit in partial satisfaction of the monetary claim.

The tenant's application seeks to cancel a Notice to End Tenancy for Unpaid, make emergency repairs, make repairs to the unit, comply with the Act, suspend or set conditions on the landlord's right to enter the unit, and provide services or facilities required by law.

Both parties in this cross application received respective Notice of Hearing Packages with the same date, day, time, and pass codes to access the conference call hearing. The landlord appeared in the hearing prepared to advance his claim and particulars of his application, whereas the tenant did not appear in the conference call. I further accept the landlord's evidence that he served the tenant with the requisite dispute resolution and notice of hearing for his application by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act). Despite all this the tenant did not participate in the conference call hearing; and, in light of these facts, I hereby DISMISS the tenant's application for Dispute Resolution, without leave to reapply.

The landlord's undisputed testimony is that the tenants still reside in the rental unit.

The revised and relevant matter before me is the landlord's application.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on April 01, 2007. Rent in the amount of \$1250 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$625. The tenant failed to pay rent in the month(s) of June and on June 10, 2009 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of July, 2009. The landlord stated that due to the timing of this hearing and the fact that this decision will not reach the parties until into August 2009 and that the landlord has not been able to advertise the rental unit for August, the landlord requested loss of revenue for August 2009. The quantum of the landlord's monetary claim is **\$3750**.

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice.

Based on the above facts I find that the landlord is entitled to an Order of Possession.

As for the monetary order, I find that the landlord has established a claim for **\$2500** in unpaid rent. Under the circumstances, I grant the landlord the amount equivalent to rent for one half month in the amount of \$625 for August 01 to August 15, 2009. If

necessary the landlord is at liberty to apply for any additional loss of revenue for the remainder of August 2009. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$3175.**

Conclusion

I grant an Order of Possession to the landlord effective 2 days from the day it is served on the tenant. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I order that the landlord retain the deposit and interest of \$641.54 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$2533.46.** If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 30, 2009.