

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, CNR, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution.

The Landlord filed and claimed for an order of possession, a monetary order for unpaid rent and an order to retain the security deposit in partial satisfaction of the claim.

The Tenant filed to cancel the Notice to End Tenancy issued by the Landlord.

Although she had filed her own Application for Dispute Resolution and received a Notice of Hearing for her own claim to be heard at the same time, on the same date, the Tenant did not appear.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

Should the Notice to End Tenancy for unpaid rent be cancelled?

Background and Evidence

Based on the affirmed testimony of the Agent for the Landlord, I find that the Tenant was served with a Notice to End Tenancy for non-payment of rent on August 11, 2009 by personal service. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

At the hearing the Agent for the Landlord amended the amount owing in unpaid rent to a lower amount. The Landlord had initially claimed \$13,300.00 in rents due dating back to June of 2008, and is now claiming \$11,700.40. The Agent for the Landlord explained the Landlord had corrected that amount as the Tenant had made some partial payments, but has not paid all the rent that is due.

The Tenant disputed the Notice in her Application, but did not attend the hearing in support of her Application.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid outstanding rent due and owing to the Landlord.

The Tenant did not attend the hearing and therefore, her Application is dismissed without leave to reapply.

Following my dismissal of the Tenant's Application, the Landlord's Agent orally requested an Order of Possession. Under section 55 of the Act I must grant that request.

I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I also find that the Landlord has established a total monetary claim of **\$11,800.40** comprised of \$11,700.40 in unpaid rents and the \$100.00 fee paid by the Landlord for this application.

I order that the Landlord retain the deposit and interest of **\$483.95** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$11,316.45**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant failed to pay rent and did not attend the hearing to support her Application to dispute the Notice to End Tenancy.

The Landlord is granted an Order of Possession, may keep the security deposit and interest in partial satisfaction of the claim and is granted a monetary order for the balance due.

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: October 08, 2009.

Dispute Resolution Officer