DECISION

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

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord has applied for an order of possession and a monetary order for unpaid rent. The tenants have applied to cancel a notice to end tenancy and for an order to make the landlord complete repairs.

The hearing was conducted via teleconference with two of the landlord's agents attending. None of the tenants attended the hearing.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act).*

As well, it must be decided if the tenants are entitled to cancel the notice to end tenancy for unpaid rent and obtain an order requiring the landlord to make repairs to the rental unit, pursuant to Sections 46 and 32 of the *Act.*

Background and Evidence

The tenancy began as a month to month tenancy on September 1, 2009 for a monthly rent of $832.00 due on the 1st of the month with a security deposit paid in the amount of $416.00 paid on September 1, 2009.

The landlord submitted the into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on January 16, 2010 with an effective vacancy date of January 26, 2010 due to $832.00 unpaid rent.

Documentary and testimonial evidence filed by the landlord indicates that the tenants failed to pay the full rent owed for the months of January and February, 2010 and that the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent when it was served by posting on the tenants' rental unit door on January 16, 2010.

The Notice states that the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did apply to dispute the Notice to End Tenancy within five days.

Analysis

I have reviewed all documentary evidence and accept that the two tenants named had been served with the notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenants on January 19, 2010 and the effective date of the notice is amended to January 29, 2010, pursuant to Section 53 of the *Act*. I accept the evidence before me that the tenants failed to pay the rent owed in full with in the 5 days granted under section 46 (4) of the *Act*.

The tenants' application was completed by the third tenant, not named in the landlord's notice or application. As the tenants failed to appear at this hearing, I dismiss their application, in its entirety, without leave to reapply.

The landlord had testified that the tenant had not paid rent for March 2010, as the date of this hearing is the date that rent is due, according to this tenancy, I cannot grant the landlord a monetary award for this amount as the tenants still have the full day to make March 2010 rent payment.

Conclusion

I find that the landlord is entitled to an Order of Possession effective **two days after service on the tenant**. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **$1,714.00** comprised of $1,664.00 rent owed and the $50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of $416.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **$1,298.00**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: March 01, 2010.

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Dispute Resolution Officer