

DECISION

Dispute Codes:

CNR, MNR, MNSD, MNDC, MND, OPR, OLC, FF

Introduction

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

The Landlord applied for dispute resolution for:

- Order of Possession due to Unpaid Rent
- A Monetary Order to recover rental arrears, and for money owed or compensation for damage or loss under the Act, Regulation or tenancy agreement comprised of:
 - Rental arrears and Unpaid rental - \$4800
- To retain the security deposit in partial satisfaction of the monetary claims.
- Recover filing fee - \$50.

The Tenant applied for dispute resolution to:

- Cancel Notice to End for Unpaid Rent dated April 14, 2010
- For the landlord to comply with the Act
- Recover filing fee - \$50

The landlord attended the conference call hearing. The tenant **did not**. The landlord provided a registered mail tracking number and testified the tenant was sent the registered mail on April 26, 2010. I accept the landlord's evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) and that in accordance with Section 90 of the Act was deemed served by May 02, 2010. In the absence of an appearance by the tenant, the tenant's application is **dismissed in its entirety**, without leave to reapply.

At the outset of the hearing the landlord advised that the tenant was still residing in the rental unit.

The landlord's application continued on its merits. The landlord was given opportunity to participate with their submissions, testimony and document evidence, and were permitted to ask questions.

Issue(s) to be determined

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 March 01, 2009. Rent in the amount of \$1200 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 \$600. The tenant failed to pay rent in the month of November 2009 and failed to pay all of the rent for December, 2009 and January, February, March and April 2010, and on April 14, 2010 the landlord served the tenant with a notice to end tenancy for non-payment of rental arrears to date of \$2400, by posting the Notice to end on the tenant's door. The landlord provides photographs of the Notice to end posted on the door of the residential property. The tenant further failed to pay rent in the month of May and June 2010. The total of the landlord's monetary claim is for **\$4800** for total arrears of rent inclusive of May and June 2010. The landlord requests an immediate Order of Possession.

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 despite applying for dispute resolution to dispute the notice did not attend the hearing.

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

I find that the landlord has established a claim for **\$4800** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$4850**.

Conclusion

The tenant's application is **dismissed** without leave to reapply.

I grant an Order of Possession to the landlord effective **2 days from the day it is served upon 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 \$600 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$4250**. If necessary, this order may be filed in the Small Claims Court 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*.