



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### **Dispute Codes:**

MT, CNR, OPR, MNR, FF

### **Introduction**

This hearing was convened in response to an application by the tenant and an application by the landlord. The landlord applied pursuant to the *Residential Tenancy Act* for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent / loss of revenue - Section 67

The tenant applied to:

1. Cancel the Notice to End under Section 46
2. More time to make this application under Section 66

The landlord attended the conference call hearing, the tenant did not. I accept the landlord's evidence that they served the tenant with their application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act).

The landlord was given full opportunity to present their application, advance evidence and make submissions.

### **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 August 21, 2009. Rent in the amount of \$550 is payable in advance on the first day of each month. The landlord's submission into evidence is that the landlord holds a security deposit from the tenant in the amount of \$275. However, the landlord's testimony in the hearing clarified that a security deposit was not collected and is not held by the landlord. The tenant failed to pay all of rent since November 2009 – accruing arrears of \$1450 by the month of July 2010 and on July 05, 2010 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 August 2010 and subsequently moved most of their belongings from the rental unit on August 31, 2010. The tenant left behind an old Ski Doo snowmobile, an old motor vehicle, a sofa, a bed frame, and an abundance of garbage. The landlord testified that it is now September 2<sup>nd</sup> and the tenant has not returned the keys and may or may not return for their remaining belongings. The landlord also expressed that given 2 weeks the rental unit will be again rent-able. The quantum of the landlord's monetary claim is for arrears of rent totalling \$2000 and loss of revenue for first half of September in the amount of \$275, for a total claim of **\$2275**.

### **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 although they applied for Dispute Resolution to dispute the notice they applied later than permitted by the Act and have not attended this hearing to defend their application. The **tenant's application is hereby dismissed** without leave to reapply.

Based on the landlord's testimony an Order of Possession is not necessary.

I find that the landlord has established a monetary claim for **\$2275** in unpaid rent and loss of revenue.

### **Conclusion**

The tenant's application is **dismissed**.

**I grant** the landlord an Order under Section 67 of the Act for the amount of **\$2275**. 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*.