



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

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

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy and a cross-application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on January 19, the tenant did not participate in the conference call hearing.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on or about April 23, 2010. Rent in the amount of \$1,300.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$650.00. The tenant failed to pay \$500.00 of his rent in the month of December and paid no rent whatsoever in the month of January. On January 7 the landlord served the tenant with a notice to end tenancy by posting the notice to the door of the rental unit.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and provided no evidence that he was legally entitled to withhold his rent. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the 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.

As for the monetary order, I find that the tenant failed to pay \$500.00 of his rent in December and paid no rent in November. I find it unlikely that the landlord will be able to re-rent the unit for February 1 as the tenant is still living in the unit. I find that the landlord should recover the \$1,800.00 in unpaid rent and \$650.00 which represents half of the rental amount for February as I find he will lose at least that much income. The landlord is also entitled to recovery of the \$50.00 filing fee. I award the landlord \$2,500.00. I order that the landlord retain the \$650.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,850.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$1,850.00. The landlord may retain the security deposit.

As the tenant did not appear at the hearing to advance his claim, the claim is dismissed.

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: January 27, 2011

Residential Tenancy Branch