



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF, MNR, OPR

### Introduction

This hearing dealt with a cross applications. The landlord is seeking an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant is seeking an order to have a notice to end tenancy set aside. This matter was first scheduled for hearing on January 9, 2012. At that time both parties requested an adjournment of the proceedings and one was granted. The landlord participated in the conference call hearing today, but the tenant(s) did not. The hearing commenced and completed today without the tenants "dialling" in.

### 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?

Is the tenant entitled to have the Notice set aside?

### Background and Evidence

The tenancy began on or about February 1, 2009. Rent in the amount of \$1550.00 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 \$500.00. The tenant failed to pay rent in the month(s) of January and on January 2, 2012 the landlord served the tenant with a notice to end tenancy.

### Analysis

The tenant chose not to dial in to give neither testimonial evidence for this hearing nor any documentary evidence that would support his position. Based on what has been

provided, I am not satisfied that the notice should be set aside and I therefore dismiss the tenant's application in its entirety without leave to reapply.

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 did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. 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 landlord has established a claim for \$1550.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$500.00 deposit. I grant the landlord an order under section 67 for the balance due of \$1100.00. 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 \$1100.00. The landlord may retain the security deposit.

The tenant's application is dismissed in its entirety without leave to reapply.

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 31, 2012.

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Residential Tenancy Branch