



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OPR, MNR, MNDC, FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution.

The Tenant filed an Application requesting an order to cancel a 10 day Notice to End Tenancy for unpaid rent and to recover the filing fee for the Application.

The Landlord applied for an order of possession based on unpaid rent, for a monetary order for unpaid rent and to recover the filing fee for the Application.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. The Agent testified he has reason to believe the Tenant has vacated the rental unit.

The Tenant did not appear despite making his own Application and having the Notice of Hearing from his own Application. Furthermore, the Landlord served the Tenant with the Landlord's Application and the Notice of Hearing by registered mail, sent on January 26, 2012. The Agent for the Landlord testified that tracking information from Canada Post indicates the Tenant received the mail on January 27, 2012. I find the Tenant has been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the Tenant entitled to the relief sought?

Is the Landlord entitled to an order of possession and a monetary order?

### Background and Evidence

Based on the affirmed testimony of the Agent for the Landlord, I find that the Tenant was served with a 10 day Notice to End Tenancy for non-payment of rent on January 10, 2012, by posting it on the rental unit door. This was witnessed by a third party.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice. The Tenant disputed the Notice to End Tenancy, however, the Tenant did not attend the hearing.

The Agent for the Landlord testified that the Tenant had failed to pay \$815.00 for January and \$815.00 for February of 2012.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I dismiss the Tenant's Application for Dispute Resolution.

I find that the Tenant has not paid the outstanding rent to the Landlord. The Tenant has also failed to vacate the rental unit in accordance with the Notice to End Tenancy, although the Tenant may have recently moved out, according to the Agent for the Landlord.

I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of **\$1,680.00**, comprised of \$815.00 for each of January and February 2012, and the \$50.00 fee paid by the Landlord for this application. I grant the Landlord an order under section 67 for the balance due of \$1,680.00.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding, except as provided under the Act, and 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: February 06, 2012.

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Residential Tenancy Branch