



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant applied on May 7, 2012 for:

1. An Order cancelling a Notice to End Tenancy – Section 46;
2. A Monetary Order for compensation or loss - Section 67;
3. A Monetary Order for the cost of emergency repairs – Section 67;
4. An Order for the return of all or part of the security or pet deposit – Section 38;
5. An Order for the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided – Section 65;
6. An Order allowing the service of documents in a different way that required by the Act – Section 71;
7. An Order to recover the filing fee for this application - Section 72; and
8. Other.

The Landlord applied on May 14, 2012 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67;
3. A Monetary Order for compensation – Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

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 Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary matter

This matter was set for a conference call hearing at 10:30 a.m. on this date. The Tenant failed to attend to present its claim. The Landlord was ready to proceed. In the absence of the Tenant, I dismiss the Tenant's claim without leave to reapply.

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 in April or May 2011. Rent in the amount of \$995.00 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 \$497.50. The Tenant is in arrears of \$30.00 for March 2012 and \$30.00 for April 2012. The Tenant also failed to pay rent for May 2012. On May 2, 2012 the Landlord served the Tenant with a notice to end tenancy for non-payment of rent (the "Notice") by posting the Notice on the door. The Tenant has not filed an Application for Dispute Resolution, has not paid the rental arrears and has not moved out of the unit. The Landlord claims unpaid rent for the months of March, April, May and June 2012 in the amount of \$2,050.00.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does neither of these two

things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

Based on the Landlord's evidence 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. Although the Tenant filed an application to dispute the notice, the Tenant did not appear and the Tenant's application has been dismissed. The Tenant has not paid the outstanding rent and has not moved out of the unit. Given these facts, I find that the Landlord is entitled to an **Order of Possession**. I also find that the Landlord has established a monetary claim for **\$1,055.00** in unpaid rent. As the Tenant is still in the unit, I find that the Landlord has also substantiated rent to June 15, 2012 in the amount of **\$497.50** with leave to reapply for any further lost rental income. The Landlord is also entitled to recovery of the \$50.00 filing fee for a total monetary amount of **\$1,602.50**. Setting the security deposit plus interest of **\$497.50** off the entitlement leaves the amount of **\$1,055.00** payable by the Tenant to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord. 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 \$497.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$1,055.00**. 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*.

Dated: May 31, 2012.

Residential Tenancy Branch