



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Amacon Property Management Services Incorporated
and [tenant name suppressed to protect privacy]

DECISION

Dispute codes OP MNR MNSD FF

Introduction

This hearing dealt with applications by the landlord and by the tenant. The landlord applied for an order of possession and a monetary order. The tenant applied to cancel a Notice to End Tenancy for unpaid rent and requested a repair order. The applications were scheduled to be heard together by conference call. The landlord's representatives called in and participated in the hearing. The tenant did not appear although the hearing was with respect to his application and although he was personally served with the landlord's Application for Dispute Resolution and Notice of Hearing on February 20, 2013.

Issues

Should the Notice to End Tenancy be cancelled or Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Should repairs be ordered to be made?

Background and Evidence

This tenancy began on July 1, 2012. The rent is \$750.00 due in advance on the first day of each month. The tenant paid a security deposit of \$375.00 at the start of the tenancy. The landlord's representative testified that the tenant has been repeatedly late paying rent during the tenancy. The tenant did not pay rent for February when it was due. On February 2, 2013 the landlord personally served the tenant with a Notice to End Tenancy for non-payment of rent. The tenant has not paid rent for February or for March. He did file an application to dispute the Notice to End Tenancy, but he did not attend the hearing. The landlord's representative informed me .at the hearing that the tenant has just moved out of the rental unit and made a statement to the landlord that suggested that he does not intend to contest the landlord's application. In the absence of an appearance by the tenant his application is dismissed without leave to reapply.

The tenant has not returned the keys to the rental unit and the landlord's representative has requested that I grant the landlord an order for possession.

Analysis

The tenant's application to cancel the Notice to End Tenancy has been dismissed and the landlord is entitled to an order for possession as requested.

Conclusion

Order of Possession - 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.

Monetary Order and Security Deposit – At the hearing the landlord requested that the security deposit be applied to the monetary claim. I find that the landlord has established a total monetary claim of \$1,125.00 for the outstanding rent for February and half of March. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1,175.00. I order that the landlord retain the deposit and interest of \$375.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$800.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. The landlord has leave to apply for a further monetary order if there are other costs for damage, changing locks or loss of revenue.

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: March 13, 2013

Residential Tenancy Branch

