



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNR, OPR, MNR, FF

### **Introduction**

This hearing was convened in response to an application by the landlord **and** an application by the tenant.

The tenant sought to cancel a 10 Day Notice for Unpaid Rent (Notice to End). The landlord sought an Order of Possession due to unpaid rent, a Monetary Order to recover rental arrears and inclusive of recovery of the filing fee associated with this application.

I accept the landlord's evidence that despite the tenant having been personally served with the application for dispute resolution and notice of hearing in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord advises the tenant still resides in the rental unit.

### **Preliminary Matters**

It must be further be noted that the tenant failed to pick up their Notice of Hearing package for service on the landlord, and therefore did not serve the landlord with their application. Ancillary to their failure to attend the hearing, I find the landlord has not been served with the tenant's application disputing the Notice to End and I **preliminarily dismiss** the tenant's application, without leave to reapply.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **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 testimony of the landlord is that the tenancy began February 01, 2013. Rent in the amount of \$1600.00 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 \$800. The tenant failed to pay *all rent* in the month of March 2013 and failed to pay any rent for April or May 2013 and the landlord personally served the tenant with a notice to end tenancy for non-payment of rent. The tenant ultimately paid the rent for June 2013 in the payable amount of \$1600.00. The quantum of the landlord's monetary claim is for the rent arrears for March, April and May 2013 in the sum amount of \$3600.00. The landlord further seeks an immediate **Order of Possession**.

## **Analysis**

Based on the testimony of the landlord 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. The tenant has not paid the outstanding rent of \$3600.00. Therefore, as the tenant's application has been **dismissed**, without leave to reapply, I find that the landlord is entitled to an **Order of Possession**.

As for the monetary order, I find that the landlord has established a claim in the sum of **\$3600.00** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$3650.00**. The security deposit will be off-set from the award made herein.

## ***Calculation for Monetary Order***

Rental Arrears for March, April and May 2013	\$3600.00
Filing Fee for the cost of this application	50.00
Less Security Deposit	-800.00
<b>Total Monetary Award</b>	<b>\$2850.00</b>

## **Conclusion**

The tenant's application **is dismissed, without leave to reapply**.

**I grant** an Order of Possession to the landlord **effective 2 days** from the day it is served upon the tenant. 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 of \$800.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$2850.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

**This Decision is final and binding on both parties.**

*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: June 06, 2013