



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPR, OPC, MNR, MNSD, MND, MNDC, CNL, FF*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to notices to end tenancy for non payment of rent and for cause. The landlord also applied for a monetary order for unpaid rent, cost of repairs, for the filing fee and to retain the security deposit in partial satisfaction of his monetary claim.

The tenant applied for an order to cancel a notice to end tenancy for landlord's use of property, for the return of the security deposit and for the filing fee. The tenant received two notices to end tenancy but neither notice is for landlord's use of property.

The notice of hearing was served on the tenant on July 09, 2013 in person. Despite having been served the notice of hearing and having made application for dispute resolution, the tenant did not attend the hearing and therefore the tenant's application is dismissed. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply. In this regard I find the landlord has applied for a monetary order for the cost of repairs. As this section of the landlord's application is unrelated to the main section which is to cancel the one month notice and the ten day notice to end tenancy, I dismiss this section of the landlord's claim with leave to reapply. Accordingly this hearing only dealt with the landlord's application for an order of possession.

Issues to be decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy started on February 01, 2013. The monthly rent is \$1,800.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$900.00. The landlord testified that the tenant failed to pay rent for June 2013 and on June 27, 2013; the landlord served the tenant with a ten day notice to end tenancy. On this day the landlord also served the tenant with a one month notice to end tenancy for cause. The tenant paid the outstanding rent on June 27 thereby rendering the notice for unpaid rent void and of no effect.

The tenant did not dispute the notice to end tenancy for cause and did not attend the hearing. However he did make application to dispute a notice for landlord's use of property. The notice filed into evidence is not a notice for landlord's use of property. The landlord is applying for an order of possession effective two days after service on the tenant and \$50.00 for the filing fee.

Analysis

Since the applicant did not dispute the notice for cause, the notice is upheld. Pursuant to section 55(2) I am issuing an order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

Since the landlord is successful in his application, he may retain \$50.00 from the security deposit towards the cost of filing this application.

Conclusion

I grant the landlord an order of possession effective **two days after service** on the tenant. The landlord may retain \$50.00 from the security deposit.
The tenant's application is dismissed.

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: July 26, 2013