



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF, MNDC, OPC, CNR, DRI, ERP, LRE, OLC, RP, RR, RPP

### Introduction

This hearing dealt with cross applications. The landlord has filed an application seeking an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenants have filed an application seeking an order to have the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities set aside, to dispute a rent increase, and order to have the landlord make emergency repairs for health and safety reasons, an order to suspend or set conditions on the landlords right to enter the unit, a monetary order for compensation for damage or loss under the Act, regulation or the tenancy agreement, a monetary order for the cost of emergency repairs, an order to have the landlord comply with the Act, regulation or tenancy agreement, an order to have the landlord make repairs to the unit, site or property, an order to make the landlord return the tenants personal belongings, an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided and an order to allow the tenant more time to make an application to cancel a notice to end tenancy. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by personal service on March 24, 2014 in the presence of a witness. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

### Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about September 1, 2013. Rent in the amount of \$1500.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$450.00. The tenant failed to pay rent in the month(s) of February and March and on March 18, 2014 the landlord served the tenant with a notice to end tenancy. The tenant further failed to

pay rent in the month(s) of April and May. The landlord advised that as of today's hearing the amount of unpaid rent is \$6000.00.

### Analysis

I accept the landlord's testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and although they did apply for dispute resolution to dispute the notice they have done so well outside the legislated timeline. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the 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.

As for the monetary order, I find that the landlord has established a claim for \$6000.00 in unpaid rent. The landlord is also entitled to recovery of the \$100.00 filing fee. I order that the landlord retain the \$450.00 deposit and I grant the landlord an order under section 67 for the balance due of \$5650.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The tenants chose not to participate in this hearing and based on my finding that the tenancy is terminated, I dismiss the tenants' application in its entirety without leave to reapply.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$5650.00. The landlord may retain the security deposit.

The tenant's application is dismissed in its entirety without leave to reapply.

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 12, 2014

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Residential Tenancy Branch

