



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, CNR, DRI, MNDC, MNR, & FF

Introduction

A hearing was conducted by conference call in the presence of the landlord and in the absence of the Tenant although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on July 10, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was filed by the landlord was sufficiently served on the Tenant by mailing, by registered mail to where the Tenant resides on July 17, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated July 10, 2014
- b. Whether the tenant is entitled to a monetary order and if so how much?
- c. Whether the landlord is entitled to an Order for Possession?
- d. Whether the landlord is entitled to A Monetary Order and if so how much?
- e. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on December 15, 2010, end on January 31, 2012 and become month to month after that. The rent is \$800 per month payable on the first day of each month. The tenant paid a security deposit of \$400 at the start of the tenancy. The tenancy agreement provided the tenant would pay a further \$250 in the form of deposits but those monies were not paid.

The tenant(s) failed to pay the rent for the months of July (\$800 is owed) and August (\$800 is owed) and the sum of \$1600 remains owing. The tenant remains in the rental unit.

Analysis

Tenant's Application:

The tenant failed to attend the hearing. I determined there was no basis to set aside the 10 day Notice. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy without leave to re-apply.

The Application for Dispute Resolution filed by the Tenant claims a monetary sum of \$2100 and disputes an additional rent increase. The tenant failed to present evidence to support these claims. As a result I dismissed these claims without leave to re-apply.

Landlord's claim - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant's application to set aside the Notice to End Tenancy has been dismissed. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. **Accordingly, I granted the landlord an Order for Possession on 2 days notice.**

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee

I determined the tenant has failed to pay the rent for the month(s) of July (\$800 is owed) and August (\$800 is owed) and the sum of \$1600 remains owing. I am satisfied that the landlord will not be able to re-rent the rental unit for the balance of August. The landlord is also entitled to a \$25 NSF charge as provided in the tenancy agreement. **I granted the landlord a monetary order in the sum of \$1625 plus the sum of \$50 in respect of the filing fee for a total of \$1675.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: August 13, 2014

Residential Tenancy Branch

