



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OLC, RP, OPR, MNR, MNSD, MNDC, FF, O

### Introduction

This hearing dealt with two related applications. One was the tenant's application for orders setting aside a 10 Day Notice to End Tenancy for Non-Payment of Rent; compelling the landlord to comply with the Act, regulation or tenancy agreement; and compelling the landlord to make repairs. The other application was the landlords' application for an order of possession, a monetary order and an order allowing retention of the security deposit in full or partial satisfaction of the claim. Although served with the landlords' application for dispute resolution and notice of hearing by registered mail and being the application on the other application the tenant did not appear.

As the parties and circumstances are the same for both applications, one decision will be rendered for both.

### Preliminary Ruling

As the tenant did not appear his application is dismissed, in full, without leave to reapply.

### Issue(s) to be Decided

- Are the landlords entitled to an order of possession and, if so, on what terms?
- Are the landlords entitled to a monetary order and, if so, in what amount?
- What order should be made regarding the security deposit and pet damage deposit?

### Background and Evidence

This fixed term tenancy commenced August 15, 2013 and was to end on September 1, 2014. The written tenancy agreement specifically provided that the tenant was to move out of the rental unit at the end of the term. The monthly rent of \$1400.00 was due on the first day of the month. The tenant paid a security deposit of \$700.00 and a pet damage deposit of \$300.00.

On August 20 the landlord issued and posted a 10 Day Notice to End Tenancy for Non-Payment of Rent.

The tenant filed his application for dispute resolution two days later but has not made a payment towards rent since receipt of the 10 Day Notice to End Tenancy. The landlord testified that the paid \$700.00 towards the June rent in June and has not made a payment towards rent since and the arrears total \$6300.00.

#### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant had no legal reason to withhold payment of rent. Accordingly, I find that the landlords are entitled to an order of possession effective two days after service on the Tenant.

I find that the landlord has established a total monetary claim of \$6350.00 comprised of arrears of rent in the amount of \$6300.00 and the \$50.00 fee paid by the landlord for this application. Pursuant to section 72 I order that the Landlord retain the security deposit of \$700.00 and the pet damage deposit of \$300.00 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$5350.00.

#### Conclusion

- a. An order of possession effective two days after service on the tenant has been granted. If necessary, this order may be filed in the Supreme Court and enforced as an order of that Court.
- b. A monetary order in favour of the landlord in the amount of \$5350.00 has been granted. If necessary, it may be filed in the Provincial Court (Small Claims) 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: October 17, 2014

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Residential Tenancy Branch

