



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Glover Holdings Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      Landlord: OPR; OPC; MND, MNR, MNSD, MNDC, FF  
Tenant: CNR, MNDC, RR

### Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order. The tenant sought to cancel a notice to end tenancy; for a rent reduction; and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only.

Due to a computer scheduling malfunction at the time that this hearing was scheduled the Residential Tenancy Branch administration was unsure if the proper time had been provided to both parties in this dispute. The possibility was that the tenant was informed his Application would be heard at 10:30 and the landlord's had been scheduled for 11:00.

As such, both the landlord and I called in to the 10:30 hearing time – we waited 10 minutes for the tenant to join that hearing time but the tenant did not call in. Therefore, I closed that hearing and had the landlord call in to the 11:00 hearing time. This time the hearing also lasted for 10 minutes and the tenant did not call in.

Residential Tenancy Branch Rule of Procedure 2.3 states that an Arbitrator may dismiss unrelated disputes that are contained in a single application. As the landlord has applied to resolve a notice to end tenancy due in part to unpaid rent as well as some issues that are not related to the issue of non-payment of rent or cause, I find that the additional orders sought by landlord is unrelated to the issue of the notices to end tenancy.

As such, I dismiss the portion of the landlord's Application seeking compensation for issues other than rent.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent or cause; to a monetary order for unpaid rent; for damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for

the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 47, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; for a monetary order for compensation or monies owed; and for an order to allow the tenant to reduce rent, pursuant to Sections 46, 67, and 72 of the *Act*.

### Background and Evidence

The landlord testified the tenancy began on November 12, 2013 as a 1 year fixed term tenancy for the monthly rent of \$850.00 due on the 1<sup>st</sup> of each month and that a security deposit of \$425.00 was paid.

The landlord submits the tenant has failed to pay rent for the months of August, September and October 2014. The landlord submits that he on August 8, 2014 he issued a 10 Day Notice to End Tenancy for Unpaid Rent by posting it on the rental unit door.

The landlord submitted into evidence a copy of the 10 Day Notice to End Tenancy for Unpaid Rent dated August 8, 2014 with an effective vacancy date of August 18, 2014 due to unpaid rent in the amount of \$850.00.

### Analysis

As the failed to attend this hearing, I dismiss his Application in its entirety.

Section 46 of the *Act* allows a landlord to end a tenancy if rent is unpaid on any day after the day it is due by giving the tenant notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

Section 46(4) goes on to say that within 5 days of receiving such a notice the tenant may pay the overdue rent, in which case the notice has no effect or dispute the notice by making an application for dispute resolution.

And Section 46(5) states that if a tenant who receives a notice under Section 46 does not pay the rent or file an application for dispute resolution within 5 days 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.

Based on the landlord's undisputed testimony that the tenant has failed to pay rent for the months of August, September, and October 2014 and the documentary evidence submitted I find the landlord is entitled to an order of possession based on the 10 Day Notice to End Tenancy for Unpaid Rent issued on August 8, 2014.

Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,600.00** comprised of \$2,550.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$425.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,175.00**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 09, 2014

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Residential Tenancy Branch

