



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR OPR FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- b) An Order of Possession pursuant to sections 46 and 55; and
- c) An order to recover the filing fee pursuant to Section 72.

This hearing also dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- d) To cancel a Notice to End Tenancy for unpaid rent;

### **SERVICE**

The tenant did not attend. The landlord gave sworn evidence that the Notice to End Tenancy dated September 5, 2014 was served personally and by posting it on the door and the Application for Dispute Resolution was served personally. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that rent is owed and they are entitled to an Order of Possession and a monetary order for rental arrears and to recover the filing fee for this application?

Or is the tenant entitled to any relief?

### **Background and Evidence:**

Only the landlord attended the hearing and was given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced on September 2, 2014, that rent is \$650 a month inclusive and a security deposit of \$325 was paid. It is undisputed that the tenant has not paid rent for

September, October or November but he made an Application on September 17, 2014 alleging the landlord would not accept the rent. and requesting to cancel the Notice to End Tenancy for unpaid rent.

The landlord said it appeared the tenant may have vacated recently and changed the locks. She said she and her family have seen garbage inside and what appears to be discarded furniture. She asked procedural questions about enforcing the Order of Possession and the monetary order and I referred her to the Residential Tenancy Branch website and cautioned her to follow the legal procedure for enforcing her orders as she is not entitled to re-enter the unit or dispose of remaining goods unless she follows the legal procedure.

In evidence is the Notice to End Tenancy for unpaid rent.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

### **Analysis**

Monetary Order:

The onus is on the applicant to prove on a balance of probabilities their claim. I find the landlord has satisfied the onus of proving the tenant has rental arrears of \$650 for September and the landlord has suffered further rental loss of \$650 for each of October and November. I find she is entitled to a monetary order for \$1950 for arrears and rental loss.

Order of Possession:

I find the landlord entitled to an Order of Possession effective two days from service. Although the tenant alleged the landlord illegally refused his rental payment, I find no documentary evidence to support this allegation and he did not attend the hearing to support it.

### **Conclusion:**

I dismiss the application of the tenant in its entirety without leave to reapply.

I find the landlord is entitled to an Order of Possession and a monetary order as calculated below and to recover filing fees for his application. I give the landlord leave to reapply for further rental losses and damages.

Calculation of Monetary Award:

Rental arrears and rental loss: Sept-November 2014	1950.
Filing fee for this application	50.00
Total Monetary Order to landlord	2000.00

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: November 05, 2014

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Residential Tenancy Branch

