



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: OPR, MNR, MNSD, FF
Tenant: CNR

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.

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

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on November 12, 2014 in accordance with Section 89 and that this service was witnessed by a third party.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

In addition, I note that the tenant had submitted an Application for Dispute Resolution that was scheduled to be heard at the same time as the landlord's Application. I am therefore satisfied the tenant was well aware of this hearing, the time, date, and call in procedures.

The landlord acknowledged the tenant vacated the rental unit on November 26, 2014 and as such he no longer requires an order of possession. I amend the landlord's Application to exclude the matter of possession.

The landlord also indicated that he no longer seeks to apply the security deposit held against the rent owed by the tenant. I amend the landlord's Application for Dispute Resolution to exclude the matter of the security deposit.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Act*.

It must also be decided if the tenant is entitled cancel a 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to Section 46 of the *Act*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement for a month to month tenancy beginning on October 1, 2011 for the monthly rent of \$725.00 due on the 1st of each month and a security deposit of \$350.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on November 2, 2014 with an effective vacancy date of November 12, 2014 due to \$725.00 in unpaid rent.

The landlord testified the tenant had failed to pay full rent for the month of October 2014 leaving a balance of \$325.00 or any for November 2014 leaving a balance of \$725.00 or a total of \$1,050.00 owed.

The landlord submitted that on November 22, 2014 the tenant paid the landlord \$700.00 towards the above noted rental arrears leaving a balance of \$350.00 owed.

Analysis

As the tenant failed to attend this hearing I dismiss his Application for Dispute Resolution in its entirety without leave to reapply.

Based on the landlord's undisputed testimony and evidence I find the tenant owes the landlord rental arrears in the amount of \$350.00.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$400.00** comprised of \$350.00 rent owed and the \$50.00 fee paid by the landlord for this application.

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: December 11, 2014

Residential Tenancy Branch

