



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant: CNC CNR

Landlord: OPC OPR MNR

Introduction

This hearing dealt with cross - applications for Dispute Resolution.

The **tenant** applied pursuant to the *Residential Tenancy Act* (the Act) to cancel Notices to End for Cause, and for Unpaid Rent. The tenant was provided with a copy of the Notice of a Dispute Resolution Hearing after filing their application dated October 27, 2014 and subsequently amending their application November 04, 2014. The tenant, however, did not attend the hearing set for today at 9:30 a.m. The phone line remained open for ten minutes and was monitored throughout this time. The only parties to call into the hearing were the respondent landlords. The landlord testified the tenant still resides in the rental unit.

The **landlord** applied pursuant to the Act for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;

I accept the landlord's evidence that despite the tenant having been personally served with the application for dispute resolution and notice of hearing in accordance with Section 89 of the Residential Tenancy Act the tenant did not participate in the conference call hearing.

The application of the **tenant** was preliminarily **dismissed**, without leave to reapply. The **landlord** was given opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began September 01, 2014. Rent in the amount of \$600.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$300.00. On September 21, 2014 the landlord personally served the tenant with a 1 Month Notice to End Tenancy for Cause which the tenant applied to cancel 5 weeks later. Subsequently, the tenant failed to pay rent in the month of October 2014 and on October 30, 2014 the landlord personally served the tenant with a notice to end tenancy for non-payment of rent. The tenant amended their application – applying to cancel the notice, however, the landlord testified they did not pay the rent. The tenant further failed to pay rent in the month of November and now December 2014. The landlord seeks an Order of Possession and the unpaid rent. The landlord provided copies of both Notices to End.

Analysis

Based on the landlord's testimony and document evidence, I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the Notice to be valid. Despite having applied to dispute the landlord's Notices to End, the tenant has not paid the outstanding rent and has failed to attend the hearing for their application to dispute the notice. Based on the above facts I find that the landlord is entitled to an **Order of Possession**.

As I am ending the tenancy based on the landlord's Notice to End for Unpaid Rent, I find it is not necessary to determine the merits of the landlord's 1 month Notice for cause.

I find that the landlord has established a monetary claim for unpaid rent. The security deposit will be off-set from the monetary award made herein.

*Calculation for **Monetary Order***

Unpaid rent for October, November, December 2014	\$1800.00
<i>Less Security Deposit</i>	<i>-300.00</i>
Total Monetary Award to landlord	\$1500.00

Conclusion

The application of the tenant is **dismissed**, without leave to reapply.

I grant an Order of Possession to the landlord **effective 2 days** from the day it is served on the tenant. The tenant must be served with this **Order of Possession**. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I Order that the landlord retain the security deposit of \$300.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$1500.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 03, 2014

Residential Tenancy Branch

