



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, CNR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened to address a claim by the tenant for an order setting aside a notice to end this tenancy and a claim by the landlord for an order of possession, a monetary order and an order authorizing him to retain the security deposit. Despite having been personally served with the landlord's application for dispute resolution and notice of hearing on November 19, the tenant did not participate in the conference call hearing.

At the hearing, the landlord advised that he had not been served with notice of the tenant's claim against him. As the landlord had no notice of the tenant's claim, and as the tenant did not appear to advance his claim, the tenant's claim is dismissed.

At the hearing the landlord advised that he wished to withdraw his claim for the security deposit as he was concerned the rental unit had sustained damage.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on July 1, 2014. Rent was set at \$1,250.00 per month and the tenant paid a \$625.00 security deposit. The tenant failed to pay rent in the month of November and on November 2, the landlord personally served on the tenant a 10 day notice to end tenancy for unpaid rent (the "Notice"). The tenant failed to vacate the unit pursuant to the notice and failed to pay the rental arrears. As a result, the landlord was unable to re-rent the unit in December.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was obligated to pay \$1,250.00 per month in rent. I find that he failed to pay rent in November and December, causing the landlord to lose \$1,250.00 in rental income for each of those months. I find that the landlord is entitled to recover this lost income and I award him \$2,500.00. I further find that the landlord is entitled to recover the \$50.00 filing fee paid to bring this application for a total entitlement of \$2,550.00. I grant the landlord a monetary order under section 67 for this sum. This order may be filed in the Small Claims Division of the Provincial Court for enforcement.

I find that the tenant received the Notice on November 2. The tenant did not dispute the Notice and did not pay the rental arrears and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. I find that the landlord is entitled to an order of possession and I grant him this order. The order must be served on the tenant and should the tenant fail to comply with the order, it may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The tenant's application is dismissed. The landlord is granted an order of possession and a monetary order for \$2,550.00.

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: December 10, 2014

Residential Tenancy Branch

