



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to applications by the landlord and the tenant.

The landlord's application is seeking orders as follows:

1. For an order of possession for non-payment of rent;
2. For a monetary order for unpaid rent;
3. To keep all or part of the security deposit; and
4. To recover the cost of filing the application.

The tenant's application seeks an order as follows:

1. To cancel a 10 Day Notice to End Tenancy for Unpaid Rent issued on March 1, 2015

The landlord appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing.

Landlord's application

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on March 27, 2015, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

Tenant's application

This matter was set for hearing by telephone conference call at 11:00 A.M on April 22, 2015. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the landlord. Therefore, as the tenant did not attend the hearing by 11:10 A.M, and the landlord appeared and was ready to proceed, I dismiss the tenant's application without leave to reapply.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for non-payment of rent, by registered mail sent on March 16, 2015. The tenant did not pay the outstanding rent and did not apply to dispute the Notice that was issued on March 16, 2015, and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

The landlord testified that they believed the tenant was a hoarder and that they served the tenant with a notice that the landlord and fire marshal would be attending the premises on April 10, 2015. The landlord stated that when they attended the premise it appeared the tenant had vacated the rental unit as their personal belongings and furniture were gone; however, there was a large amount of garbage left behind. The landlord stated although they believe the tenant is gone, they are uncertain that the tenant may return. The landlord seeks an order of possession.

The landlord seeks to recover unpaid rent for March 2015, and April 2015 in the amount of \$1,700.00

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent and did not apply to dispute the notice that was issued on March 16, 2015. The tenant is therefore conclusively presumed under section 46(5) of the Act 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, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of \$1,750.00 comprised of unpaid rent for March 2015, April 2015 and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the

balance due of **\$1,325.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant's application is dismissed.

The landlords is granted an order of possession. The landlord is granted, and may keep the security deposit in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: April 23, 2015

Residential Tenancy Branch

