



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Stonewall Ventures (No. 139) Ltd.
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This hearing dealt with applications by the tenant and by the landlord. The tenant applied to cancel a 10 day Notice to End Tenancy for unpaid rent. The landlord applied for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord's representatives called in and participated in the hearing. The tenant did not appear although this was the hearing of his application to cancel the Notice to End Tenancy and he was served with the landlord's Application for Dispute Resolution and Notice of Hearing.

Issues

Should the Notice to End Tenancy be cancelled?

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

Background and Evidence

This tenancy began on October 15, 2014. The rent is \$750.00 due in advance on the first day of each month. The tenant paid a security deposit of \$375.00 at the start of the tenancy. The tenant did not pay rent for March when it was due. On March 18, 2015 the landlord served the tenant with a Notice to End Tenancy for non-payment of rent by placing it in the tenant's mail slot. After he received the Notice to End Tenancy the tenant filed an application for dispute resolution to dispute the Notice to End Tenancy. In his application the tenant did not dispute that the rent was unpaid. His application appeared to be a request for more time to pay the rent. Since the Notice to End Tenancy was served the tenant has paid no rent and the rent for March and April is now outstanding.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. The tenant filed an application to dispute the Notice to End Tenancy, but he did not state any valid ground for the non-payment of rent. The tenant did not attend the hearing and his application to dispute the Notice to End Tenancy is dismissed without leave to reapply.

Conclusion

Order of Possession - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession 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.

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$1,500.00 for the outstanding rent for March and April. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1,550.00.. I order that the landlord retain the deposit and interest of \$375.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,175.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. The landlord has leave to apply for a further monetary award if there are claims for damage to the rental unit or additional loss of revenue.

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: May 01, 2015

Residential Tenancy Branch

