



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, CNR, MNR, MDSD & FF

### Introduction

A hearing was conducted by conference call in the presence of the landlord and in the absence of the Tenants although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 Notice to End Tenancy was personally served on the Tenants on June 1, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the tenants on July 9, 2015.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated June 1, 2015?
- b. Whether the tenant is entitled to an order for emergency repairs?
- c. Whether the tenant is entitled to an order for repairs?
- d. Whether the landlord is entitled to an Order for Possession?
- e. Whether the landlord is entitled to A Monetary Order and if so how much?
- f. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- g. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy on or about the first of January 2014. The rent is \$1325 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$662.50 at the start of the tenancy. The tenant(s) failed to pay the rent for the months of May 2015 (\$800 is owed), June 2015 (\$1325 is owed) and July 2015 (\$1325 is owed) and the sum of \$3450 remains owing. The tenant(s) have remained in the rental unit.

Tenant's Application:

The tenants failed to attend appear at the hearing. I determined there is no basis to cancel the 10 day Notice to End Tenancy. As a result I ordered that the application of the tenant be dismissed without liberty to re-apply.

Landlord's Application - Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenants' application to set aside the Notice to End Tenancy has been dismissed. **Accordingly, I granted the landlord an Order for Possession on 2 days notice.**

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of May 2015 (\$800 is owed), June 2015 (\$1325 is owed) and July 2015 (\$1325 is owed) and the sum of \$3450 remains owing. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. **I granted the landlord a monetary order in the sum of \$3450 plus the sum of \$50 in respect of the filing fee for a total of \$3500.**

Security Deposit:

**I determined the security deposit plus interest totals the sum of \$662.50. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2837.50.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and 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: July 27, 2015

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Residential Tenancy Branch

