



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sternum Properties Ltd
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard to be together; however the tenant did not join the conference call that was scheduled for the hearing and therefore the tenant's application has been dismissed, and I dealt solely with the landlord's application.

The landlord's application is a request for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, and a request for a Monetary Order for outstanding rent and recovery of the filing fee. The landlords are also requesting an Order to keep the full security deposit towards the claim.

Issue(s) to be Decided

The issues are whether or not the landlords have the right to an Order of Possession and whether or not the landlords have established a monetary claim against the tenant and if so in what amount.

Background and Evidence

The landlord testified that a security deposit of \$450.00 was collected on February 17, 2015 and this tenancy began on March 1, 2015 with a monthly rent of \$900.00.

The landlord further testified that the tenant failed to pay the August 2015 rent and therefore on August 3, 2015 the tenant was served with a 10 day Notice to End Tenancy.

The landlord further testified that the tenant has failed to comply with that 10 day Notice to End Tenancy, and as failed to pay any further rent.

The landlord is therefore requesting an Order of Possession for as soon as possible and a Monetary Order as follows:

August 2015 rent outstanding	\$900.00
September 2015 rent outstanding	\$900.00
October 2015 rent outstanding	\$900.00
Total	\$2700.00

Analysis

It is my finding that the landlord has shown that the tenant failed to pay the August 2015 rent and as a result was served with a valid 10 day Notice to End Tenancy. Therefore since the tenant has failed to comply with that notice I will allow the landlords request for an Order of Possession.

It is also my finding that the landlord has shown that the tenant has failed to pay any rent for the months of August 2015, September 2015, and October 2015, and I therefore allow the landlords request for an Order for that outstanding rent because the tenant failed to vacate the rental unit and therefore he should reasonably have anticipated that, another two month's rent would be due.

I also allow the landlords request for recovery of the \$50.00 filing fee.

Conclusion

I have issued an Order of Possession that is enforceable two days after service on the tenant.

I have allowed \$2750.00 in the landlord's monetary claim and therefore pursuant to section 72 of the Residential Tenancy Act, I Order that the landlord may retain the full security deposit of \$450.00 and pursuant to section 67, I have issued a Monetary Order in the amount of \$2300.00.

As stated above, the tenants application has been dismissed in full without leave to reapply.

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: October 21, 2015

Residential Tenancy Branch

