



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding M'Akola Housing
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, RR

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for an order cancelling a notice to end the tenancy for unpaid rent or utilities and for an order reducing rent for repairs, services or facilities agreed upon but not provided.

An agent for the landlord attended the hearing and gave affirmed testimony. However, despite making an application for dispute resolution that was scheduled to be heard today at 9:30 a.m., no one for the tenant appeared. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord's agent. Therefore, I dismiss the tenant's application without leave to reapply.

During the course of the hearing the landlord's agent requested an Order of Possession and a monetary order for unpaid rent.

Issue(s) to be Decided

- Has the landlord established that the notice to end the tenancy was issued in accordance with the *Residential Tenancy Act*?
- Has the landlord established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord's agent testified that this tenancy began on September 1, 2009 and the tenant still resides in the rental unit. Rent is subsidized and the tenant pays a monthly portion of \$257.00 which is due on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$355.00 which is still held in trust by the landlord, and no pet damage deposit was collected.

The tenant fell into arrears of rent for January, 2016 and on January 11, 2016 the landlord served the tenant by registered mail with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided. The notice is dated January 11, 2016 and contains an effective date of vacancy of January 25, 2016 for \$257.00 of unpaid rent that was due on January 1, 2016. No rent has been paid since, and the tenant is currently in arrears 3 months, being January, February and March, 2016 totalling \$771.00.

The landlord's agent orally requested an Order of Possession and a monetary order for the outstanding rent.

Analysis

The *Residential Tenancy Act* states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord so long as the notice given is in the approved form. I have reviewed the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 11, 2016 and I find that it is in the approved form and contains information required by the *Act*. Having dismissed the tenant's application, I grant an Order of Possession in favour of the landlord on 2 days notice to the tenant.

I am also satisfied in the testimony of the landlord's agent that the tenant has not paid any rent since the notice was issued in January, 2016. I find that the tenant owes \$257.00 for each of the months of January and February, 2016. With respect to unpaid rent that was due yesterday for March, 2016 rent, I am not satisfied that the landlord will not be able to re-rent prior to April 1, 2016, and I grant the landlord monetary compensation for half of March's rent, or \$128.50. Should the landlord not be able to re-rent by March 15, 2016 as a result of the tenant's failure to comply with the Order of Possession, or with the *Act*, the landlord will be at liberty to apply for any further loss suffered as a result of that breach.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed in its entirety without leave to reapply.

I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$642.50.

These orders are final and binding and may be enforced.

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: March 02, 2016

Residential Tenancy Branch

