



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes cnr, lat, lre, mndc, olc, rpd, mnr, mnsd, opr, ff

Introduction

The tenant applies for an order cancelling a 10 day Notice to End Tenancy (for unpaid rent), and numerous other orders. The landlord applies for an Order of Possession, a Monetary Order for unpaid rent and the landlord's filing fee, and to retain the tenant's security deposit.

The landlord and her property manager were present at the hearing and provided testimony. The tenant did not attend. Given that the tenant had filed this application, and had served the landlord with notice of this hearing, it is clear that the tenant was aware of the hearing.

Issues to Be Decided

- Is the 10 day Notice to End Tenancy dated May 7, 2016 effective to end this tenancy, and entitle the landlord to an Order of Possession, or should the Notice be cancelled, and the tenancy continue?
- Is there rent money due and payable by the tenant to the landlord?
- Is it appropriate to order retention of the tenant's security deposit?
- Is the landlord entitled to recover the filing fee from the tenant?

Background and Evidence

This tenancy began October 1, 2015. Monthly rent is \$1,200.00, due on the first day of each month. A security deposit of \$600.00 was paid. No rent was paid for May, and the tenant was served a 10 Day Notice to End Tenancy on May 7, 2016. The tenant filed her dispute, including a dispute of the 10 Day Notice, on May 10, 2016. No further rent has been paid by the tenant for May or June. The tenancy was for a fixed term ending June 30, 2016.

Analysis

In the absence of the tenant, and any testimony by the tenant at the hearing, and as the landlord attended prepared to proceed with the hearing, the tenant's application is

dismissed in full, with no liberty to reapply. Section 26(1) of the Residential Tenancy Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord has complied with the landlord's responsibilities. The landlord was therefore entitled in law to serve the notice ending this tenancy, when May rent was not paid as and when due. Upon receipt of that notice, the tenant should have paid the full rental arrears within the required 5 day period, in order to have the tenancy continue. The tenant failed to do so, and has provided no reason as to why the notice was disputed. The notice is therefore found effective to end this tenancy. Pursuant to section 55 of the Residential Tenancy Act, an Order of Possession is granted to the landlord, effective 48 hours following service upon the tenant. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court for enforcement.

The tenant owes rent for May and June, and I order that the tenant pay the landlord the sum of \$2,400.00, plus \$100.00 as recovery of the landlord's filing fee, for a total of \$2,500.00. The landlord is entitled pursuant to section 38 of the Residential Tenancy Act to retain the \$600.00 security deposit in partial satisfaction of this award.

Conclusion

The tenant's claims are all dismissed. This tenancy has ended, and pursuant to Section 55 of the Residential Tenancy Act, I issue an Order of Possession, effective 48 hours following service upon the tenant.

The landlord is awarded \$2,500.00. I order, pursuant to section 38(1)(d) that the \$600.00 security deposit be retained by the landlord, in partial satisfaction of this monetary award. I further order that the remaining balance of the award equalling \$1,900.00 be paid immediately by the tenant to the landlord.

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: June 09, 2016

Residential Tenancy Branch