



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

Landlord: OPR, MNR, FF
Tenant: CNR, RR, MNDC, MNR, PSF

Introduction

This hearing was convened in response to cross applications by both parties pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows. The tenant applied September 06, 2016 for:

1. To Cancel a Notice to End for Unpaid Rent - Section 46
2. To cancel a Notice to End tenancy for cause - Section 47
3. A Monetary Order for Loss - Section 67
4. To allow the tenant to reduce rent - Section 65

The landlord applied September 07, 2016 for:

1. An Order of Possession - Section 55
2. A Monetary Order for unpaid rent and utilities - Section 67
3. An Order to recover the filing fee for this application - Section 72

The applicant tenant was provided with a copy of the Notice of a Dispute Resolution Hearing dated September 12, 2016 after filing their application. The tenant, however, did not attend the hearing set for today at 11:00 a.m. The phone line remained open during the hearing of 15 minutes and was monitored throughout this time. The only party to call into the hearing was the landlord and their legal counsel. The landlord testified the tenant still resides in the unit.

I accept the landlord's evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail sent September 09, 2016, by Purolator courier, with signature requirement as permitted by an Order of the Director. I also accept the landlord's evidence they served the tenant evidence by registered mail sent October 18, 2016. The landlord was given opportunity to be heard, to present evidence and to make submissions respecting their application.

Issue(s) to be Decided

Should the landlord's notice to end be cancelled?
 Is the tenant entitled to a monetary Order?
 Is the notice to end tenancy valid?
 Is the landlord entitled to an Order of Possession?
 Is the landlord entitled to a monetary Order?

Background and Evidence

The undisputed evidence is that the tenancy began May 01, 2016. Rent in the amount of \$2000.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1000.00 which they retain in trust. The tenant failed to pay rent up to and including the month of August 2016 and the landlord served the tenant with a notice to end tenancy for non-payment of rent stating the tenant owed rent of \$3866.00. The tenant applied to dispute the notice but has not paid any rent thereafter. To the best of the landlord's knowledge the tenant still resides in the unit.

Analysis

Based on the landlord's undisputed evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and utilities and I find the notice to be valid. The tenant has not paid the outstanding amounts of rent despite their application to dispute the landlord's Notice, and further did not attend the hearing to defend their application – with the result that their application has been **dismissed**.

Based on the above I find that the landlord is entitled to an **Order of Possession**. I also find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid rent up to and including August 2016 rent	\$3866.00
Unpaid rent for September 2016	\$2000.00
Unpaid rent for October 2016	\$2000.00
Filing fee for the cost of this application	\$100.00
<i>Less Security Deposit</i>	<i>-\$1000.00</i>
Total Monetary Award / landlord	\$6966.00

I grant an Order of Possession to the landlord **effective 2 days from the day it is served on the tenant**. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I Order that the landlord retain the security deposit of \$1000.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$6966.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenant's application is **dismissed**, without leave to reapply.

The landlord's application is granted.

This Decision is final and binding on both parties.

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 31, 2016

Residential Tenancy Branch