



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, OPB, MNR, MNDC, MNSD, CNC, ERP, MT, OLC, RP, FF

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Landlord applied on September 19, 2016 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant applied on September 19, 2016 for:

1. More time to make an application to cancel a notice to end tenancy - Section 66;
2. An Order cancelling a notice to end tenancy - Section 47;
3. An Order for emergency and other repairs - Section 32;
4. An Order for the Landlord's compliance - Section 62; and

The Tenant did not attend the hearing to pursue its claims. I therefore dismiss the Tenant's application. I accept the Landlord's evidence that the Tenant was served with the Landlord's application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord was each given full opportunity to be heard, to present evidence and to make submissions.

The Landlord states that there is no monetary claim being made beyond the claim for unpaid rent. Given this evidence I dismiss the Landlord's claim for compensation.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on December 16, 2011. The tenancy agreement only names Tenant TC as a tenant. Rent of \$590.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$450.00 as a security deposit and \$450.00 as a pet deposit. On August 19, 2016 the Landlord served the Tenant with a one month notice for cause (the "Notice"). The Notice is signed and dated by the Landlord, gives the address of the rental unit, states the effective date of the notice, states the grounds for ending the tenancy, and is in the approved form. The Tenant has not moved out of the unit.

The Tenant failed to pay \$90.00 in rent for each of September, October and November 2016 resulting in rental arrears of \$270.00. The Landlord claims this amount.

Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that a notice to end tenancy from a landlord must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form. As the Tenant's application was dismissed and as the Notice complies in form and content I grant the Landlord an order of possession.

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the Landlord's undisputed evidence I find that the Landlord has substantiated rental arrears of **\$270.00** and I find that the Landlord is therefore entitled to this amount. As the Landlord has been successful with its monetary claim I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$370.00**. I order the Landlord to deduct this amount from the security deposit plus zero interests of **\$450.00** in full satisfaction of the claim.

As the Landlord has been paid or compensated for November 2016 rent, I make the order of possession effective 1:00 p.m. on November 30, 2016.

#### Conclusion

I Order the Landlord to retain \$370.00 from the security deposit plus interest of \$450.00 in full satisfaction of the claim. I Grant the Landlord an order of possession effective 1:00 p.m. on November 30, 2016.

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: November 09, 2016

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Residential Tenancy Branch