



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      CNR, ERP, RP, OPR, MNR, MNDC, MNSD, 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 Tenant applied on October 31, 2016 for:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order for emergency and other repairs - Section 72; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on October 31 with an amendment made November 28, 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 hearing was scheduled to start at 10:30 a.m. on this date. The Tenant did not attend and the hearing ended at 10:47 a.m. As the Tenant did not attend the hearing to present its claims I dismiss the Tenant's application.

The Landlord states that its application for dispute resolution was served on the Tenant by registered mail on October 31, 2016. Given this evidence I accept that the Landlord served the Tenant as required under Section 89 of the Act. The Landlord was given full opportunity under oath to be heard, to present evidence and to make submissions.

### Preliminary Matters

The Landlord amended its application to include a claim for disturbing the Landlord and other tenants. The only remedy for the Landlord in this situation is to serve the Tenant with a one month notice to end tenancy for cause. As no evidence was provided indicating that any such notice was given to the Tenant I dismiss this claim.

The Landlord's application included a claim for costs in relation to heating. Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that all claims in an application must be related to each other. As the monetary claim for costs in relation to heating is not related to the claim for an order of possession due to unpaid rent I dismiss this claim with leave to reapply.

### 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 its filing fees?

### Background and Evidence

The tenancy started on October 1, 2016. Rent of \$1,350.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$675.00 as a security deposit. The Tenant failed to pay rent for October 2016 and on October 25, 2016 the Landlord served the Tenant in person with a 10 day notice to end tenancy for unpaid rent (the "Notice"). The Tenant has not paid any rent since the onset of the tenancy and has not moved out of the unit. The Landlord claims unpaid rent for October, November and December 2016.

### 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 Notice complies in form and content and as the Tenant's

application has been dismissed I find that the Landlord is entitled to an order of possession. I therefore grant an Order of Possession to the Landlord effective two days after service of the Order on the Tenant.

Based on the undisputed evidence of the Landlord I also find that the Tenant failed to pay the rent as required under the tenancy agreement and that the Landlord is entitled to rent for October, November and December 2016 in the amount of **\$4,050.00**. The Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$4,150.00**. Deducting the security deposit of **\$675.00** plus zero interest leaves **\$3,475.00** owed by the Tenant to the Landlord.

#### Conclusion

**I grant** an Order of Possession to the Landlord. 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 **deposit** and interest of \$675.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$3,475.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: December 15, 2016

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Residential Tenancy Branch