



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's Application made April 24, 2017: CNR

Landlord's Application made May 3, 2017: OPR; MNR; MNDC; MND; MNSD; FF

Introduction

This Hearing was scheduled to consider cross-applications. The Tenant seeks to cancel a Notice to End Tenancy for Unpaid Rent. The Landlord seeks an Order of Possession; a monetary award for unpaid rent and strata fines; to apply the security deposit towards his monetary award; and to recover the cost of the filing fee from the Tenant.

These matters were scheduled to be heard by teleconference on May 29, 2017, at 9:30 a.m. The Landlord signed into the teleconference Hearing, but the Tenant did not. The Hearing remained open for 20 minutes.

The Landlord provided affirmed testimony at the Hearing. He stated testified that he received the Tenant's Notice of Hearing documents. He also testified that he served the Tenant with his Notice of Hearing documents by hand delivering the documents to the Tenant at the rental property on May 5, 2017.

The Tenant did not attend the Hearing and therefore his Application is dismissed without leave to reapply. Pursuant to the provisions of Section 55 of the Act, I find that the Landlord is entitled to an Order of Possession. The Landlord testified that he served the Tenant with the 10 Day Notice to End Tenancy for Unpaid Rent on April 17, 2017, by handing the Notice to the Tenant. Therefore, I find that the tenancy ended on April 27, 2017, and that the Order of Possession will be effective 2 days after serving the Tenant with the Order.

Based on the Landlord's affirmed testimony, I am satisfied that he served the Tenant with his Notice of Hearing documents on May 5, 2017. The Hearing continued in the Tenant's absence with respect to the Landlord's request for a monetary award.

Issue(s) to be Decided

Is the Landlord entitled to a monetary award for unpaid rent and recovery of strata fines from the Tenant?

Background and Evidence

The Landlord gave the following testimony:

This tenancy began on November 1, 2010. Monthly rent at the beginning of the tenancy was \$950.00. Current monthly rent is \$1,100.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$475.00 at the beginning of the tenancy.

The Tenant has not paid rent for March, April or May, 2017. In addition, the Tenant was in arrears of rent in the amount of \$5,050.00 prior to March, 2017, for which the Tenant was making payments to clear up the indebtedness. The Tenant stopped making payments towards the arrears, and stopped paying any rent effective March 1, 2017.

In addition to unpaid rent, the Tenant has not paid strata fines in the amount of \$600.00, which the Landlord has paid on his behalf.

Analysis

I accept the undisputed affirmed testimony of the Landlord in its entirety. Based on his testimony, I find that he is entitled to a monetary award as sought.

The Landlord may apply the security deposit towards his monetary award.

The Landlord's Application was successful and I find that he is entitled to recover the cost of the filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent	\$7,250.00
(\$5,050.00 plus rent for March and April, 2017)	
Loss of revenue for May, 2017	\$1,100.00
Unpaid strata fines	\$600.00
Recovery of the filing fee	\$100.00

Less set-off of security deposit
TOTAL

<\$475.00>
\$8,575.00

Conclusion

The Tenant's Application is **dismissed without leave to reapply**. I find that the tenancy ended on April 27, 2017.

The Landlord is hereby provided with an Order of Possession **effective 2 days after service of the Order upon the Tenant**. This Order may be enforced in the Supreme Court of British Columbia.

The Landlord is also provided with a Monetary Order in the amount of **\$8,575.00** for service upon the Tenant. This Order may be enforced in the Provincial Court of British Columbia (Small Claims 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: May 29, 2017

Residential Tenancy Branch