



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      CNR, OPR, MNR, MNDC, RR, LAT & FF

### Introduction

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order to cancel the month Notice to End Tenancy dated April 21, 2017
- b. A monetary order in the sum of \$2031
- c. An order that the landlord pay the cost of emergency repairs.
- d. An order authorizing the tenant to change the locks.
- e. An order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$1000 for unpaid rent
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of the landlords and in the absence of the Tenant. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The landlord testified they have not served one month Notice to End Tenancy on the Tenant. However, they personally served a 2 month Notice to End Tenancy on the Tenant on April 21, 2017. Further they served a 10 day Notice to End Tenancy on the Tenant on May 4, 2017 in person.

The landlords testified they personally served the Landlord's Application for Dispute Resolution on the Tenant on May 19, 2017. The landlord's Direct Request application was dismissed. They served the Notice of Hearing and Interim Order on the Tenant by mailing, by registered mail to where the Tenant resides on May 26, 2017. The Tenant acknowledged receipt of the documents on May 29, 2017.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 2 month Notice to End Tenancy dated April 21, 2017?

- b. Whether the tenant is entitled to a monetary order and if so how much?
- c. Whether the tenant is entitled to an order that the landlords pay the cost of emergency repairs?.
- d. Whether the tenant is entitled to an order authorizing the tenant to change the locks.
- e. Whether the tenant is entitled to an order to reduce rent for repairs, services or facilities agreed upon but not provided?
- f. Whether the landlord is entitled to an Order for Possession?
- g. Whether the landlord is entitled to A Monetary Order and if so how much?

### Background and Evidence

The parties entered into a written tenancy agreement month to month tenancy agreement that provides the tenancy would start on December 1, 2015. The rent is \$1000 per month payable on the first day of each month. The tenant paid a security deposit of \$500 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of May and June 2017. The tenant(s) continues to reside in the rental unit.

### Tenant's Application:

The tenant failed to attend the hearing. The landlords were present and ready to proceed. As a result I ordered that the claims brought by the tenant be dismissed without liberty to re-apply.

### Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession.

### Landlord's Application:

#### Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) has not made an application to set aside the 10 day Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession on 2 days Notice..

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

### Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of May and the sum of \$1000 remains outstanding. The landlord served a 2 month Notice to End Tenancy on the Tenant. As a result the Tenant is entitled to the equivalent of one month rent in compensation under section 51(1) of the Act. I dismissed the landlords claim for non payment of the rent for June and have applied the tenant's right under section 51(1) of the Act to this claim.

I granted the landlord a monetary order in the sum of \$1000 plus the sum of \$100 in respect of the filing fee for a total of \$1100.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

Conclusion:

I dismissed the Tenant's claims without leave to re-apply as the Tenant failed to appear at the hearing. I granted an Order of Possession on 2 days notice. I ordered that the Tenant pay to the landlord \$1100 for non payment of rent plus the cost of the filing fee.

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 15, 2017

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Residential Tenancy Branch