



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF, CNR

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the 10 day Notice to End Tenancy dated June 2, 2017.

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 \$6300 for unpaid rent and damages
- c. An order to retain the security deposit
- d. An order to recover the cost of the filing fee

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

I find that the 10 day Notice to End Tenancy was served on the Tenants by posting on June 2, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenants by mailing, by registered mail to where the tenants reside on June 17, 2017.

I ordered that the Landlords Application for Dispute Resolution be amended to include a claim for non-payment of rent for June and July 2017. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated June 2, 2017?
- b. Whether the landlord is entitled to an Order for Possession?

- c. Whether the landlord is entitled to A Monetary Order and if so how much?
- d. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- e. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on March 1, 2017. The rent is \$2100 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$1050 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of May, June and July 2017 and the sum of \$6300 remains owing. The tenant(s) continue to reside in the rental unit.

Tenants' Application:

The tenants failed to attend the hearing. The Notice to End Tenancy is on the approved government form. While the landlord has incorrectly set the end of tenancy date, the Act self corrects such an error to the correct date. The correct date in this case is June 12, 2017. I determined there is outstanding rent. There is no basis to cancel the 10 day Notice to End Tenancy. As a result I dismissed the Tenants application to cancel the 10 day Notice to End Tenancy.

Order of 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 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, June and July 2017 and the sum of \$6300 remains outstanding. I granted the landlord a monetary order in the sum of \$6300 plus the sum of \$100 in respect of the filing fee for a total of \$6400.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$1050. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$5350.

Conclusion:

I dismissed the Tenant's application to cancel the 10 day Notice to End Tenancy and I granted an Order of Possession on 2 days notice. I ordered that the landlord shall retain the security deposit of \$1050. I further ordered that the Tenants pay to the Landlord the sum of \$5350.

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.

This decision is final and binding on the 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: August 03, 2017

Residential Tenancy Branch