



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR & FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the 10 day Notice to End Tenancy dated June 7, 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 \$9150 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 both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on June 8, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenant was personally served on the Landlord on June 14, 2017. I find that the Application for Dispute Resolution/Notice of Hearing filed by the Landlord was personally served on the Tenant on June 21, 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 7, 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 tenant previously occupied the rental unit with others. The previous tenant vacated the rental unit at the end of May. The tenant wanted to rent the premises. However, the parties did not enter into a written tenancy agreement. The parties acknowledged the rent was to be \$2650. The tenant was to pay the amount of the security deposit to the previous tenant and the landlord was to keep the security deposit previously paid for this tenancy. However, that has not happened.

The tenant failed to pay the rent for June 2017 (\$2650 is owed) and July (\$2650 is owed). In addition the tenant has not paid the rent for August. The sum of \$1367 is owed to August 16, 2017.

The tenant continues to reside in the rental unit.

Tenant's Application:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. The tenant failed to pay the rent for June, July and August. The landlord used the approved form required by the Residential Tenancy Act. As a result I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice.

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. The tenant has other roommates living with him. The landlord wanted to regain possession as quickly as possible but in any event by the middle of August so that he could find new tenants for September 1, 2017. I set the effective date of the Order of Possession for 7 days after service.

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.

Landlord's Application: :

For the reasons set out above I determined the landlord is entitled to an Order of Possession.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of June 2017 (\$2650 is owed) and July (\$2650 is owed) and August (the sum of 1367 is owed to August 16, 2017) and the sum of \$6667 remains outstanding to August 16, 2017. I determined it was not appropriate to award the landlord loss of rent for all of August as it is possible the landlord may be able to re-rent the rental unit for this period or a portion of it and limit his loss. The landlords have the right to re-apply for the loss of the balance of rent for the remainder of August if they are unable to rent the rental unit during this period.

I granted the landlord a monetary order in the sum of \$6667 plus the sum of \$100 in respect of the filing fee for a total of \$6767.

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 09, 2017

Residential Tenancy Branch