



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNR, MNSD, OPR, CNR

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the 10 day Notice to End Tenancy dated August 4, 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 \$2180 for unpaid rent
- 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 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.

I find that the 10 day Notice to End Tenancy was served on the Tenant by posting on August 4, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the landlord was served on the Tenant by mailing, by registered mail to where the Tenant resides on August 22, 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 to cancel the 10 day Notice to End Tenancy dated August 4, 2017.
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on December 1, 2016, end on April 30, 2017 and become month to month after that. The rent is \$1000 per month, \$25 for parking and \$15 for insurance for a total of \$1040 per month payable on the first day of each month. The tenants paid a security deposit of \$500 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of August (\$1040 is owed) and September (\$415 is owed to and including September 12, 2017) and the sum of \$1455 remains owing. The tenant(s) vacated the rental unit on September 6, 2017.

Tenants' Application:

The tenant failed to attend the hearing and has vacated the rental unit. The landlord used the approved government form. The tenant owes rent to the landlord. I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy.

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 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.

Landlord's Application:

For the reasons set out above I granted an Order of Possession on 2 days notice.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant(s) have failed to pay the rent for the month(s) of August (\$1040 is owed) and September (\$415 is owed to September 12, 2017) and the sum of \$1455 remains owing. I granted the landlord a monetary order in the sum of \$1455 plus the sum of \$100 in respect of the filing fee for a total of \$1555.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$500. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1055.

Conclusion:

I ordered that the Landlord shall retain the security deposit of \$500. In addition I further ordered that the Tenant(s) pay to the Landlord(s) the sum of \$1055.

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 both 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: September 12, 2017

Residential Tenancy Branch