



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

Tenant: CNR, RR
Landlord: OPR, MNR

Introduction

This hearing was convened in response to cross applications by the parties pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows. The tenant applied July 17, 2017 for:

1. To Cancel a Notice to End for Unpaid Rent - Section 46
2. To allow the tenant to reduce rent - Section 65

The landlord applied July 19, 2017 and subsequently amended for:

1. An Order of Possession - Section 55
2. A Monetary Order for unpaid rent

The applicant tenant was provided with a copy of the Notice of a Dispute Resolution Hearing dated July 20, 2017 after filing their application. The tenant, however, did not attend the hearing set for today at 09:30 a.m. The phone line remained open during the hearing of 15 minutes and was monitored throughout this time. The only party to call into the hearing was the landlord. As a result, the tenant's application was preliminarily **dismissed**. The landlord testified the tenant appeared to have vacated the rental unit on September 29, 2017 as they came upon a mostly vacated unit on the same date.

I accept the landlord's evidence that the tenant was served with the original application for dispute resolution, as well as their subsequent amendment dated September 11, 2017 by registered mail sent to the dispute address during the tenant's occupancy.

As it does not prejudice the respondent, I further accept the landlord's amended claim removing a respondent, LV, from their original application and style of cause.

The landlord was given opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began May 01, 2017. Under the written tenancy agreement rent in the amount of \$1800.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit and pet damage deposit from the tenant in the respective sum of \$1350.00 which the landlord retains in trust. The tenants failed to pay rent in the month of July 2017 and on July 12, 2017 the landlord served the tenants with a notice to end tenancy for non-payment of rent stating the tenant owed rent of \$1800.00. The respondent applied to dispute the notice but did not pay the rent and continued occupying the rental unit thereafter. The tenant further failed to pay rent for August and September 2017.

Analysis

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and utilities and I find the notice to be valid. The tenant has not paid the outstanding amounts of rent despite their application to dispute the landlord's Notice, and further did not attend the hearing to defend their application – with the result that their application has been **dismissed**. Based on the above facts I find that the landlord does not require an **Order of Possession**, but none the less I make it available to them. I also find that the landlord has established a monetary claim for unpaid rent. The landlord has not provided evidence in support of any other portions of their claim. The tenant's deposits will be off-set from the award made herein.

Calculation for Monetary Order

| | |
|--|-----------|
| Unpaid rent July, August, September 2017 | \$5400.00 |
|--|-----------|

| | |
|--|-------------------|
| <i>Less Security and pet damage deposits</i> | <i>-\$1350.00</i> |
| Total Monetary Award / landlord | \$4050.00 |

Conclusion

The tenant's application is **dismissed**, without leave to reapply.

The landlord's application is granted in its relevant parts.

I grant an Order of Possession to the landlord **effective 2 days from the day it is served on the tenant**. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I Order that the landlord retains the security and pet damage deposits of \$1350.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$4050.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding.

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: October 02, 2017

Residential Tenancy Branch