



Dispute Resolution Services

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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 August 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 \$4500 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 landlord and in the absence of the tenant 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 personally served on the Tenant on August 2, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the landlord was personally served on the Tenant on August 24, 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 August 6, 2016?
- 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 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 June 6, 2017. The rent is \$1500 per month payable on the first day of

each month. The tenant failed to pay a security deposit although the tenancy agree states that a security deposit of \$750 and a pet damage deposit of \$50 was paid.

The tenant(s) failed to pay the rent for the months of July 2017 (\$1500 is owed), August 2017 (\$500 is owed), September 2017 (\$1500 is owed) and October 2017 (1500 is owed) and the sum of \$5000. The tenant(s) continues to reside in the rental unit.

Tenant's Application:

The tenant failed to attend the hearing. The landlord testified the tenant owes \$5000 in rent. The landlord used the approved form. As a result I dismissed the tenant's application. 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 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 - Order of Possession:

For the reasons set out above I determined the landlord was entitled to an Order for Possession on 2 days notice.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of July 2017 (\$1500 is owed), August 2017 (\$500 is owed), September 2017 (\$1500 is owed) and October 2017 (1500 is owed) and the sum of \$5000. I granted the landlord a monetary order in the sum of \$5000 plus the sum of \$100 in respect of the filing fee for a total of \$5100.

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 application to cancel the 10 day Notice to End Tenancy. I granted an Order of Possession on 2 days notice. I ordered that the Tenant pay to the landlord the sum of \$5100.

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: October 16, 2017

Residential Tenancy Branch