



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 landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$4800 for unpaid rent and damages
- c. An order to recover the cost of the filing fee

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order to cancel the 10 day Notice to End Tenancy dated January 6, 2018
- b. An order that the tenant 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 advised the landlord at the start of the hearing that I have the same last name as the Tenant but I do not know him.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on January 8, 2018. 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 addressed to the Tenant on January 19, 2018. 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 January 6, 2018?
- 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 fixed term written tenancy agreement that provided that the tenancy would start on August 1, 2017 and end on July 31, 2018 (the parties in error recorded this as July 31, 2017). The rent is \$1200 per month payable on the first day of each month. The tenant paid a security deposit of \$600 and a pet damage deposit of \$600 on July 19, 2017.

The tenant(s) failed to pay the rent for the months of December 2017, January 2018, and February 2018 and the sum of \$3600 remains owing.

The tenant gave the landlord a text message on February 26, 2018 advising he has vacated the rental unit. The Tenant failed to provide a forwarding address. The landlord has not been able to conduct an inspection because of the Tenant's failure to advise the landlord he was leaving and his failure to provide a forwarding address.

Tenant's Application:

The Application for Dispute Resolution filed by the Tenant does not dispute that he owes the rent. His Application for Dispute Resolution indicates he is suffering from a serious illness and is waiting for "funds to kick in."

The Tenant failed to attend the hearing. I determined that the landlord has established sufficient cause to end the tenancy. There is outstanding rent. The landlord used the approved government form. 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 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 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 December 2017, January 2018 and February 2018 and the sum of \$3600 remains owing. I dismissed the claim for rent for March and April with liberty to re-apply. It is possible the landlord may re-rent the rental unit and not suffer the full loss they are claiming.

I granted the landlord a monetary order in the sum of \$3600 plus the sum of \$100 in respect of the filing fee for a total of \$3700.

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: March 08, 2018

Residential Tenancy Branch