



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC,, ERP, OLC, RP, FFT, OPR, MNDCL, MNRL-S, FFL

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 March 27, 2018
- b. An order to cancel a one month Notice to End Tenancy
- c. An order for emergency repairs.
- d. A repair order
- e. An order that the landlord comply with the Act, regulations and/or tenancy agreement
- f. An order that the tenant recover the cost of the filing fee

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 \$14,300 for unpaid rent
- c. An order to retain the security deposit
- d. An order to recover the cost of the filing fee

The tenant(s) failed to appear at the scheduled start of the hearing which was 9:00 a.m. on May 15, 2018. The landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenants failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses. On the basis of the solemnly affirmed evidence presented at the hearing a decision was reached. All of the relevant evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was served on the Tenant by posting on the door to the rental unit where the Tenant resides on March 27, 2018. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing filed by the landlord was served on the Tenant by mailing, by registered mail to where the tenant resides on April 5, 2018.

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 March 27, 2018?
- b. Whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy?
- c. Whether the tenant is entitled to an order for emergency repairs and/or repairs?
- d. Whether the tenant is entitled to an order that the landlord comply with the Act, regulation and/or the tenancy agreement?
- e. Whether the tenant is entitled to recover the cost of the filing fee?
- f. Whether the landlord is entitled to an Order for Possession?
- g. Whether the landlord is entitled to A Monetary Order and if so how much?
- h. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- i. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written fixed term tenancy agreement that provided that the tenancy would start on October 1, 2016 end on September 30, 2017 and become month to month after that. The rent is \$2200 per month payable on the first day of each month. The tenant paid a security deposit of \$1100 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of December 2017 (\$2200 is owed), January 2018 (\$2200 is owed), February 2018 (\$2200 is owed), March 2018 (\$2200 is owed), April 2018 (\$2200 is owed) and May 2018 (the sum of \$2200 is owed) and the sum of \$13,200 remains owing.

The tenant(s) continues to reside in the rental unit. .

Tenant's Application:

The tenant failed to appear for the hearing. Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

As the tenant failed to appear I ordered the application of the Tenant including the claim to cancel the 10 day Notice to End Tenancy dismissed without liberty to re-apply. I order that the tenancy shall end on the date set out in the Notice.

Order for Possession:

The tenant's application to cancel the 10 day Notice to End Tenancy has been dismissed without leave to re-apply. The landlord has used the approved government form for the 10 day Notice to End Tenancy. I determined there is outstanding rent. 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 granted an Order of 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 December 2017 (\$2200 is owed), January 2018 (\$2200 is owed), February 2018 (\$2200 is owed), March 2018 (\$2200 is owed), April 2018 (\$2200 is owed) and May 2018 (the sum of \$2200 is owed) and the sum of \$13,200 remains owing. I dismissed the landlord's claim for the cost of repairing a door damaged by the tenant as that claim is premature and the work has not been done. The landlord has liberty to re-apply.

I granted the landlord a monetary order in the sum of \$13,200 plus the sum of \$100 in respect of the filing fee for a total of \$13,300.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$1100. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$12,200..

Conclusion:

I dismissed the tenant's application without leave to re-apply. I granted an Order of Possession on 2 days notice. I ordered that the landlord shall retain the security deposit of \$1100. I further ordered that the tenant pay to the landlord the sum of \$12,200.

It is further Ordered that this sum be paid forthwith. The Landlord 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 Tenant 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: May 15, 2018

Residential Tenancy Branch