



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

Tenant: CNR, CNL, LAT, LRE, MNDC, O
Landlord OPR, MNR, MNDC, FF

Introduction

This hearing was convened in response to cross applications by both parties pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows. The tenant made application April 05, 2018 for:

1. To Cancel a Notice to End for Unpaid rent - Section 46
2. To Cancel a 2 Month Notice to End Tenancy – Section 49
3. Control landlord's right to access – Section 70
4. Authorization to change locks – Section 70
5. Monetary Order for loss – Section 67
6. An Order to recover the filing fee for this application - Section 72

The landlord made application April 14 and subsequently amended April 23, 2018 for:

1. An Order of Possession - Section 55
2. A Monetary Order for unpaid rent – Section 67
3. A Monetary order for loss – Section 67
4. An Order to recover the filing fee for this application - Section 72

The applicant tenant was provided with a copy of the Notice of a Dispute Resolution Hearing dated April 11, 2018 after filing their application to dispute the landlord's Notices to End. The tenant, however, did not attend the hearing set for today at 9:30 a.m. The phone line remained open during the hearing of 15 minutes and the phone system and conference bridge was monitored throughout this time. The only party to call into the hearing was the landlord. The landlord testified the tenant still resides in the unit.

I accept the landlord's evidence the tenant was served with the landlord's application for dispute resolution and notice of hearing as well as their evidence by registered mail. In the absence of the tenant the landlord was given opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord's Notice to End valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order as claimed?

Background and Evidence

This tenancy started May 01, 2018. Rent in the amount of \$2500.00 is payable in advance on the first day of each month. The landlord holds a security deposit and pet damage deposit in the sum of \$1300.00.

The landlord claims the tenant failed to pay rent in the month of April 2018 and on April 02, 2018 the landlord served the tenant with a 10 Day Notice to End tenancy for non-payment of rent by posting the notice on the tenant's door. The landlord provided a copy of the 10 Day Notice to End and Proof of Service for the Notice and as confirmed by the tenant's application and evidence. The tenant applied to dispute the Notice to End but did not attend the hearing. The landlord claims that the tenant has further failed to pay rent in the subsequent months of May and June 2018.

The landlord also provided evidence of an outstanding utility invoice which the tenant was issued for payment in the amount of \$66.34.

The landlord is further seeking prospective costs associated with the tenancy which are effectively premature.

It must be noted that the landlord subsequently served the tenant a 2 Month Notice to End for Landlord's Use dated April 19, 2018.

Analysis

The full text of the Act, and other resources, can be accessed via the Residential Tenancy Branch website: www.gov.bc.ca/landlordtenant.

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 I find the notice to be valid. The tenant has not

paid the outstanding rent and despite applying for Dispute Resolution to dispute the notice they have not attended their own hearing and as a result their application is **dismissed** in its entirety, without leave to reapply.

I find the landlord's Notice to End complies with the form and content required by **Section 52** of the act. In this type of matter, **Section 55(1)** of the Act prescribes that if I dismiss the tenant's application or uphold the landlord's Notice to End I *must* grant the landlord an **Order of Possession**.

I also find that the landlord has established a monetary claim for unpaid rent and their claim for unpaid utilities to date. The landlord's claim for prospective or potentially future amounts is premature and currently not compensable. Therefore, the balance of the landlord's claims on application is dismissed with leave to reapply. The landlord is also entitled to recovery of their filing fee.

As I am ending the tenancy pursuant to unpaid rent and the associated 10 Day Notice to End I make no finding in respect to the landlord's 2 Month Notice to End for landlord's Use.

It must further be noted that the deposits of the tenancy *must be strictly administered in accordance with provisions of the Act and Regulation*.

Calculation for Monetary Order

Unpaid Rent – April, May, June 2018	\$7500.00
Unpaid utilities	\$66.34
Filing Fee for the cost of this application	100.00
Total Monetary Award to landlord	\$7666.34

Conclusion

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

The landlord's application is granted in those parts compensable, and the balance dismissed with leave to reapply.

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 grant the landlord an **Order** under Section 67 of the Act for the amount of **\$7666.34**. 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: June 12, 2018

Residential Tenancy Branch