



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MDSD & FF

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 April 16, 2018
- b. An order that the landlord comply with the Act, regulation and/or the tenancy agreement

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 \$10,050 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 10:30 a.m. on June 19, 2018. The landlord and his representative were 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 and his representative were 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 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 served on the Tenant by posting on April 16, 2018. I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing filed by the Tenant was sufficiently served on the landlord. I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing and the Amendment filed by the Landlord was served on the Tenant by mailing, by registered mail to where he resides on May 5, 2018. The landlord testified the tenant received the package on May 9, 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 August 6, 2016?
- b. Whether the tenant is entitled to an order that the landlord comply with the Act, regulation and/or the tenancy agreement?
- c. Whether the landlord is entitled to an Order for Possession?

- d. Whether the landlord is entitled to A Monetary Order and if so how much?
- e. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- f. 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 February 24, 2018, end on August 31, 2018 and become month to month after that. The rent is \$3350 per month payable on the first day of each month. The tenant was supposed to pay a security deposit of \$1675 at the start of the tenancy. However, the tenant only paid \$875.

The tenant(s) failed to pay the rent for the months of April, May and June 2018 and the sum of \$10,050 remains outstanding.

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

Tenant's Application:

The tenant failed to appear at the hearing. I accept the evidence of the landlord that the tenant failed to pay the rent for April, May and June 2018. The landlord used the approved form for the Notice to End Tenancy.. I determined the landlord has sufficient grounds to end the tenancy. As a result I dismissed the Tenant's application without leave to re-apply.

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. The landlord used the approved form for the Notice to End Tenancy. 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 April, May and June 2018 and the sum of \$10,050 remains outstanding. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. I granted the landlord a monetary order in the sum of \$10,050 plus the sum of \$100 in respect of the filing fee for a total of \$10,150.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$875. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$9275.

It is further Ordered that this sum be paid forthwith. The landlord is given a formal Order in the above terms and the Tenant 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.

Conclusion:

I dismissed the Tenant's application and I granted an Order of Possession on 2 days notice. I ordered that the landlord shall retain the security deposit of \$875. I further ordered that the Tenant pay to the landlord the sum of \$9275,

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: June 19, 2018

Residential Tenancy Branch