



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNRL OPR MT ERP MNDCT OLC

Introduction:

Both parties filed Application. The tenant (who had also filed an Application) did not attend this hearing, although I left the teleconference hearing connection open until 11:12 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. on December 4, 2018. The landlord attended the hearing and gave sworn testimony. He was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord provided evidence that he served the Application for Dispute Resolution by registered mail and the tenant had served his Application to the landlord's grandmother for him. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The landlord claims orders as follows:

- a) An Order of Possession; and
- b) A monetary order for unpaid rent

The tenant applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To be granted more time to file this Application as it was filed late;
- b) To cancel a notice to end tenancy for unpaid rent pursuant to section 46; and
- c) To obtain a rent rebate or compensation for repairs done by him in the amount of \$750;
- d) To obtain an Order that the landlord do repairs;
- e) To suspend or set conditions on the landlord's right to enter the suite; and
- f) To order the landlord to comply with the Act and protect the tenant's right to quiet enjoyment pursuant to section 28.
- g) To reduce rent for repairs not done in the amount of \$500; and

- h) To compensate him for emergency repairs done during the tenancy in the amount of \$400.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that there is unpaid rent so sufficient cause to end the tenancy or is the tenant entitled to any relief? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

Has the tenant proved on the balance of probabilities that they are entitled to compensation or a rent rebate and if so, in what amount?

Background and Evidence

Only the landlord attended the hearing and was given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced September 15, 2018, rent is \$1100 a month and a security deposit of \$600 was paid. The landlord served a 10 Day Notice to End Tenancy for unpaid rent of \$1100 for the month of October 2018. He said the tenant had not paid the rent to date. He requests an Order of Possession effective December 15, 2018 and a monetary order for unpaid rent of \$1100 due October 15 and \$1100 due November 15, 2018. The tenant is still occupying the premises.

The tenant did not attend the hearing. The landlord denied emergency repairs are required or that the tenant had done any or received permission to do repairs and be compensated.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

Order of Possession:

I find the landlord entitled to an Order of Possession. The weight of the evidence is that there is unpaid rent for October 2018 and over-holding rent owed for November 2018. Section 46(5) of the Act states if a tenant who receives a 10 Day Notice for Unpaid rent does not pay the rent (within 5 days after receipt of the Notice) or make an Application for Dispute Resolution, the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the Notice and must vacate the rental unit. Although the tenant disputed the Notice in time, I find he has paid no rent for two

months. Therefore, I find the tenancy ended on October 27, 2018. The landlord is issued an Order of Possession effective December 15, 2018 as he requested.

Monetary Order:

The onus is on the applicant to prove on a balance of probabilities their claim. I find the tenant did not dispute in documents that he owes rent to the landlord. I find he owes \$2200 for unpaid and over-holding rent. The landlord prefers to hold the security deposit in trust until the tenant vacates and does not want to claim the filing fee although he paid it.

In respect to the tenant's application, I find insufficient evidence to support his claim for compensation for work done or that repairs are needed. He did not attend the hearing to support his claim and the landlord denies his allegations. I dismiss the Application of the tenant; his filing fee was waived.

Conclusion:

I find the landlord entitled to an Order of Possession effective December 15, 2018 and to a monetary order for \$2200 for rent owed to December 15, 2018. Pursuant to the landlord's request, no filing fee is awarded to him and the security deposit of the tenant for \$600 remains in trust.

I dismiss the application of the tenant in its entirety without leave to reapply.

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: December 04, 2018

Residential Tenancy Branch