



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

Tenant: CNR  
Landlord: OPR, MNRL-S FFL

### **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 15, 2019:

1. To Cancel a Notice to End for Unpaid rent - Section 46

The landlord made application April 24, 2019 for:

1. An Order of Possession - Section 55
2. A Monetary Order for unpaid rent – Section 67
3. 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 15, 2019 after filing their application to dispute the landlord's Notice to End. The tenant, however, did not attend the hearing set for today at 11:00 a.m. and the landlord testified the tenant did not serve their application to them. The phone line remained open for the duration of the hearing and was monitored throughout the entire 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 or should it be cancelled?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order?

### **Background and Evidence**

Within the tenancy agreement rent in the amount of \$1200.00 is payable in advance on the first day of each month. The landlord holds the security deposit of \$600.00 in trust.

The landlord claims the tenant failed to pay \$100.00 of the payable rent for the month of October 2018 and failed to pay \$300.00 of the payable rent for the month of November 2018; and, for the subsequent months to April 2019 the tenant failed to pay any of the payable rent. Therefore, on April 13, 2019 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 claims the tenant did not subsequently pay the arrears within the prescribed time to do so, nor subsequently have paid any rent to date. The tenant owes rent to May 2019 in the sum of \$7600.00.

The tenant applied to dispute the Notice to End of this matter but did not attend the hearing.

### **Analysis**

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

Based on the landlord's evidence I find that the tenant was served with 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 notices they have not attended their own hearing and as a result their application is **dismissed**, without leave to reapply.

I find the landlord's Notices to End comply 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. The landlord is also entitled to recovery of their filing fee. The security deposit will be off-set from the monetary award made herein as follows.

*Calculation for Monetary Order*

Rental Arrears – October 2018 to May 2019	\$7600.00
Filing Fee for the cost of this application	100.00
<i>Less Security Deposit held in trust</i>	<i>-600.00</i>
<b>Monetary Award to landlord</b>	<b>\$7100.00</b>

Therefore, **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 Order** that the landlord may retain the tenant's security deposit in the amount of \$600.00 in partial satisfaction of their award, and I grant the landlord an Order under Section 67 of the Act for the balance of **\$7100.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**Conclusion**

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

**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: May 29, 2019

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Residential Tenancy Branch