



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDCT, FFL, OPRM-DR

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 June 3, 2019
- b. A monetary order in the sum of \$265

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 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 9:30 a.m. on July 29, 2019. A representative of 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 tenant(s) 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 representative of 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 has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on June 3, 2019. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was filed by the landlord personally served on the Tenant on June 14, 2019. With respect to each of the applicant's claims I find as follows:

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 June 3, 2019?

- b. Whether the tenant is entitled to a monetary order and if so how much?
- 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 November 1, 2017 and end on November 30, 2018 and become month to month after that. The rent is \$1800 per month payable in advance on the last day of the previous month. The tenant paid a security deposit of \$900 at the start of the tenancy.

The tenant fell into arrears and in February 2019 the landlord served a 10 day Notice to End Tenancy. A hearing was held and in a decision dated March 25, 2019 the arbitrator recorded a settlement and issued a monetary order that the Tenant shall pay to the Landlord the sum of \$5950 on or before September 30, 2019. The settlement provided that the tenant was to pay the rent when due plus a minimum of \$200 to pay the arrears. The entire amount owing under the order was to be paid by the end of September.

The tenant failed to pay the rent for June 2019 and July 2019 and the sum of \$3600 is outstanding.

The tenant continues to reside in the rental unit.

Tenant's Application:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. The tenant failed to attend the hearing. I accept the evidence of the landlord that the tenant failed to pay the rent for June 2019 and July 2019 and the sum of \$3600 remains outstanding. The landlord used the approved government form. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy without leave to re-apply. I order that the tenancy shall end. Also I dismissed the tenant's application for a monetary order without leave to reapply as the tenant failed to provide sufficient proof to establish this claim.

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. As a result I granted the landlord an Order for Possession. I set the effective date of the Order of Possession for 2 days after service.

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.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of June 2019 and July 2019 and the sum of \$3600 remains outstanding. I granted the landlord a monetary order in the sum of \$3600 plus the sum of \$100 in respect of the filing fee for a total of \$3700.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$900. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2800.

It is further Ordered that this sum be paid forthwith. The applicant 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 respondent 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 granted an Order of Possession on 2 days notice. I ordered that the landlord shall retain the security deposit of \$900. I further ordered that in addition the tenant shall pay to the landlord the sum of \$2800

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: July 29, 2019

Residential Tenancy Branch