



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

FFT, CNR, OLC, MNDCT, RP, RR, LRE, PSF, LAT, MNRT, DRI, OT, OPR-DR, OPRM-DR, FFL

Introduction

This hearing was convened in response to applications by the landlord and the tenant.

The landlord's application is seeking orders as follows:

1. For an order of possession;
2. For a monetary order for unpaid rent;
3. To keep all or part of the security deposit; and
4. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. To cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"), issued on September 5, 2020;
2. To have the landlord comply with the Act;
3. For compensation for monetary loss or other money owed;
4. To have repairs made to the unit;
5. To reduce rent for repairs, services or facilities agreed upon but not provided; and
6. To suspend or sent conditions on the landlord's right to enter the rental unit.

Only the landlord and landlord's assistant appeared, gave testimony, and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Tenant's application

This matter was set for hearing by telephone conference call at 11:00 A.M on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the Respondent.

Therefore, as the Applicant did not attend the hearing by 11:10 A.M, and the Respondent appeared and was ready to proceed, I dismiss the tenant's application without leave to reapply.

Landlord's application

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on October 3, 2020, a Canada post tracking number was provided as evidence of service, the tenant did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

Further, I am satisfied that the tenant is aware of the date as the tenant had their own application for dispute resolution.

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on January 1, 2016. Current rent in the amount of \$630.00 was payable on the first of each month. A security deposit of \$275.00 was paid by the tenant.

The landlord testified that the tenant was served with the Notice on September 5, 2020, in person. The landlord stated that the tenant did not pay the rent and has further failed to pay rent for October and November 2020. The landlord stated that tenant has stopped all communication. The landlord seeks an order of possession and a monetary order for unpaid rent for the above said months in the amount of \$1,890.00.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

I accept the undisputed testimony of the landlord that the tenant was served with the Notice, on September 5, 2020. This is acknowledged by the tenant in their application. Filed in evidence is a copy of the Notice, I find the Notice complies with section 46 and 52 of the Act.

I accept the undisputed testimony of the landlord that the tenant did not pay rent for September 2020 and has failed to pay subsequent rent for October and November 2020. I find the tenant has breached section 26 of the Act.

I find the Notice is valid and remains in full force and effect. I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I find the landlord is entitled to a monetary order, pursuant to section 67 of the Act, for unpaid rent for September, October, and November 2020, in the amount of **\$1,890.00**.

I find that the landlord has established a total monetary claim of **\$1,990.00** comprised of unpaid rent and the \$100.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of \$275.00 in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **\$1,715.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenant's application is dismissed without leave to reapply. The tenant failed to pay rent.

The landlord is granted an order of possession and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: November 02, 2020

Residential Tenancy Branch