Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   ERP, CNR, RR, OLC, FF, OPR MNR

Introduction

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

The tenant's application is seeking orders as follows:

1. Cancel a notice to end tenancy for unpaid rent;
2. Allow a tenant to assign or sublet; and
3. Recover filing fee from the landlord.

The landlord's application is seeking orders as follows:

1. An order for possession;
2. A monetary order of unpaid rent;
3. To keep all a part or part of the security deposit; and
4. Recover filing fee from the tenant.

This tenant's application was set for hearing by telephone conference call at 2:00 P.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 landlord. Therefore, as the tenant did not attend the hearing by 2:10 P.M, and the landlord appeared and was ready to proceed, I dismiss the tenant's application without leave to reapply.

The tenant was served with the landlord's Application for Dispute Resolution and Notice of Hearing by registered mail on October 26, 2011, and as set out above the tenant did not appear. I found the tenant has been duly served in accordance with the Act, and the hearing proceeded on the landlord's application.

The landlord gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order for unpaid rent?
Is the landlord entitled to keep all or part of the security deposit?
Is the landlord entitled to recover the filing fee?

Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a notice to end tenancy for non-payment of rent on October 20, 2011, by personal service. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord testified that the tenancy began on April 1, 2011. Rent in the amount of $1,550.00 per month was payable on the first of each month. The tenant paid a security deposit in the amount of $750.00.

The landlord testified that the tenant has not paid rent for October, 2011, and November 2011, and that the tenant did not pay $82.00 for garbage fees and is seeking compensation in the amount of $3,182.00.

Analysis

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

Although the tenant did dispute the notice to end tenancy, the tenant did not appear and the tenant has not paid the outstanding rent in accordance with Section 46 of the Act.

I find that the landlord is entitled to an order of possession.

I find that the landlord is entitled to a monetary order for unpaid rent and utilities in the amount of $3,182.00 and as the landlord has been successful with his application, I grant the recovery of the filing fee in the amount of $50.00.

I order that the landlord retain the deposit and interest of $750.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of $2,482.00.

Conclusion

I find that the landlord is entitled to an order of possession 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.

I find that the landlord has established monetary order for unpaid rent and utilities, and may keep the security deposit and interest.

I find that the landlord has leave to apply for further monetary compensation.

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 14, 2011.

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Residential Tenancy Branch