Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Top Vision Realty Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   CNR, MT, OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

The Tenant applied on January 24, 2014 for:

1. An Order cancelling a notice to end tenancy – Section 46; and
2. More time to make the application to cancel the notice to end tenancy – Section 66.

The Landlord applied on January 28, 2014 for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67;
3. A Monetary Order for compensation – Section 67;
4. An Order to retain the security deposit – Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing after waiting for 10 minutes from the scheduled start time of 10:30 a.m. As a result I dismiss the Tenant's application. I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing by _registered mail_ in accordance with Section 89 of the Act. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on December 8, 2013. Rent of $1,600.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected $600.00 as a security deposit from the Tenant. The Tenant failed to pay rent for January 2014 and on January 20, 2014 the Landlord personally served an adult who resides in the unit with a 10 notice to end tenancy for unpaid rent (the "Notice"). The Tenant has not paid the arrears or February and March 2014 rent and has not moved out of the unit. The Landlord claims unpaid rent to March 15, 2014.

Analysis

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent (the "Notice") the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. Although the Tenant disputed the Notice, the Tenant did not attend the hearing to pursue its claim for a cancellation of the Notice and the application has been dismissed. Based on the undisputed evidence of the Landlord I find that the Notice is valid and that the Landlord is entitled to an order of possession and a monetary order for **$4,000.00**. Should the Tenant remain in the unit past March 15, 2014, the Landlord has leave to reapply on rent.   The Landlord is also entitled to recovery of the **$50.00** filing fee for a total entitlement of **$4,050.00**. Deducing the security deposit of **$600.00** plus zero interest leaves **$3,450.00** owed by the Tenant to the Landlord.

Conclusion

I grant an Order of Possession to the Landlord. 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 retain the **deposit** and interest of $600.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **$3,450.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: March 12, 2014

_____
Residential Tenancy Branch