



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            CNR, OPR, MNR, & FF

### Introduction

A hearing was conducted by conference call in the presence of the landlord but in the absence of the Tenant who failed to appear at the scheduled time for the hearing. I waited 10 minutes. The tenant failed to appear. I proceeded in the absence of the tenant. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 Notice to End Tenancy was sufficiently served on the Tenant on June 5, 2014 as acknowledged by the Tenant in the Application for Dispute Resolution which the Tenant has filed. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Landlord was sufficiently served on the Tenant by mailing, by registered mail to where the Tenant resides on June 16, 2014. 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 5, 2014.
- b. Whether the landlord is entitled to an Order for Possession?
- c. Whether the landlord is entitled to A Monetary Order and if so how much?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

On September 26, 2013 the landlord and the tenant's mother entered into a one year fixed term tenancy agreement that provided that the tenancy would start on October 6, 2013 and end on September 30, 2014. The rent was \$820 per month payable on advance on the first day of each month. On May 23, 2014 the landlord agreed in writing with the tenant's mother that she would be released from her obligations under the tenancy agreement. At the same time the landlord and the tenant agreed in writing the tenant would be responsible for the obligations under the fixed term tenancy agreement.

A security deposit of \$100 was paid at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of June (\$820 is due and owing), July (\$820 is due and owing) and August (\$410 is due and owing for the period August 1, 2014 to August 15, 2014). The tenant remains in the rental unit.

Tenant's Application to cancel the 10 day Notice to End Tenancy:

The tenant failed to attend the hearing. I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy as I determined there is no basis for such an order.

Landlord's Application - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant's application to set aside the 10 day Notice to End Tenancy has been dismissed. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession on 2 days notice.

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.

Analysis - Monetary Order and Cost of Filing fee

I determined the tenant has failed to pay the rent for the month(s) of June (\$820 is due and owing), July (\$820 is due and owing) and August (\$410 is due and owing for the period August 1, 2014 to August 15, 2014) and the sum of \$2050 remains outstanding. I have issued an Order for Possession effective on 2 days notice. It is possible that the landlord may rent the rental unit for the last half of August. I determined it was premature to give the landlord a monetary order for the period after August 16, 2014. The landlord has liberty to re-apply. **I granted the landlord a monetary order in the sum of \$2050 plus the sum of \$50 in respect of the filing fee for a total of \$2100.**

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.

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: August 06, 2014

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Residential Tenancy Branch

