



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, FFT, OLC, PSF, RP, FFL, MNDCL – S, MNRL OPR

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 February 9, 2018
- b. An order that the landlord make emergency repairs and/or repairs.
- c. An order that the landlord provide services or facilities required by law
- d. An order that the landlord comply with the Act, regulation and/or the tenancy agreement
- e. A monetary order
- f. An order that the tenant recover the cost of the filing fee

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 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 9:00 a.m. on April 25, 2018. 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 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.

Pursuant to section 4.2 of the Rules of Procedure I ordered that the Application for Dispute Resolution filed by the landlord be amended to include the claim for non payment of the rent for March and April 2018.

I find that the 10 day Notice to End Tenancy was served on the Tenant by posting on February 9, 2018. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing filed by the landlord was personally served on the Tenant on February 23, 2018.

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 February 8, 2018?
- b. Whether the tenant is entitled to an order that the landlord make emergency repairs and/or repairs
- c. Whether the tenant is entitled to an order that the landlord provides services or facilities required by law?
- d. Whether the tenant is entitled to an order that the landlord comply with the Act, regulation and/or the tenancy agreement?
- e. Whether the tenant is entitled to a monetary order and if so how much
- f. Whether the tenant is entitled to recover the cost of the filing fee?
- g. Whether the landlord is entitled to an Order for Possession?
- h. Whether the landlord is entitled to A Monetary Order and if so how much?
- i. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- j. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on August 1, 2014. The present rent is \$910 per month payable on the first day of each month. The tenant paid a security deposit of \$450 at the start of the tenancy.

The tenant failed to pay the rent for February when due. The tenant subsequently paid the rent for February in March long after the 5 day period that would void the Notice to End Tenancy. The landlord accepted the payment for “use and occupation only.” The tenant failed to pay the rent for March 2018 (\$910 is owed) and April 2018 (\$910 is owed) and the sum of \$1820 is outstanding. The tenant(s) continues to reside in the rental unit.

Tenant’s Application:

The Tenant failed to appear at the hearing.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The landlord was present and ready to proceed. The tenant failed to appear. As a result I dismissed all of the claims in the tenant's Application for Dispute Resolution including the claim to cancel the 10 day Notice to End Tenancy without liberty to re-apply.

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. The landlord used the approved government form. As a result I granted the landlord an Order for Possession effective April 30, 2018.

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 effective April 30, 2018.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of March and April 2018 and the sum of \$1820 remains outstanding. I granted the landlord a monetary order in the sum of \$1820 plus the sum of \$100 in respect of the filing fee for a total of \$1920.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$450. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1470.

Conclusion:

I dismissed the Tenant's application as she failed to appear at the hearing. I granted an Order of Possession effective April 30, 2018. I ordered that the landlord shall retain the security deposit of \$450. I further ordered that the tenant pay to the landlord the sum of \$1470.

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 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: April 25, 2018

Residential Tenancy Branch