

DECISION

Dispute Codes: OPR, MNR, MNSD, MNDC, FF

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in satisfaction of the claim.

On July 6, 2005, the landlord collected a security deposit from the tenants in the amount of \$775.00. The tenancy began on August 1, 2005. Rent in the amount of \$1671.00 is payable in advance on the first day of each month. The tenants failed to pay rent in the month of December and on December 4, the landlord served the tenants with a notice to end tenancy for non-payment of rent. The landlord said that since the tenants were served with a notice to end tenancy, they have been paying their outstanding rent by instalments. To-date, there is no outstanding rent for December. However, there is outstanding rent for January in the amount of \$452.00. The tenants did not dispute the landlord's testimony in this regard.

Based on the landlord's testimony, I find that the tenants were served with a notice to end tenancy for non-payment of rent. The tenants have not paid the outstanding rent and have not applied for dispute resolution to dispute the notice and are therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts, I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenants 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.

The tenants are currently still living in the rental unit. The landlord is therefore seeking to include a claim for loss of income for the month of January in the amount of \$452.00. I find that the tenants should reasonably have known that

the landlord could not re-rent the unit while they were still in residence and I allow a claim of \$452.00.

Based on the above, I find that the landlord has established a claim for \$452.00 in loss of income. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain \$502.00 from the security deposit and interest of \$802.44 in satisfaction of the claim. The landlord is to return the balance of the security deposit and interest of \$300.44 forthwith to the tenants.

Dated January 20, 2009.