



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

2

Decision

Dispute Codes: OPR, MNR, FF

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

The Landlord gave affirmed evidence and this matter proceeded on its merits.

Issue(s) to be Decided

This is the Landlords’ application for an Order of Possession and a Monetary Order for unpaid rent, and recover the filing fee from the Tenants.

- (1) Are the Landlords entitled to an Order of Possession?
- (2) Are the Landlords entitled to a monetary order?

Background and Evidence

Landlords’ evidence

The Landlord testified that he served the Tenants with the Notice to End Tenancy for Unpaid Rent or Utilities by posting the Notice to the door of the Tenants’ residence on March 4, 2009.

The Landlord testified that he personally served Tenant MR with the Application for Dispute Resolution and hearing package on March 19, 2009, at the Tenants' residential address.

The Landlord testified that:

- The tenancy started on November 1, 2008. The monthly rent is \$880.00, due on the last day of the month, in advance. There are additional charges of \$40.00 per month for parking and \$20.00 per month for storage.
- The Tenants paid the Landlord \$880.00 on March 21, 2009. The Landlord issued the Tenants a receipt "for use and occupancy only".
- The Tenants paid the Landlord \$940.00 on April 3, 2009. The Landlord issued the Tenants a receipt "for use and occupancy only".
- The Tenants paid the Landlord \$940.00 on April 26, 2009. The Landlord issued the Tenants a receipt "for use and occupancy only".
- The Landlord asked for an Order of Possession and a monetary order for \$60.00 for the residue owing for parking and storage from March, 2009.
- The Landlord asked to recover the filing fee for the cost of the application from the Tenants.

Analysis

I accept the Landlord's testimony that the Tenants were duly served with the Notice to End Tenancy. The Tenants did not pay the rental arrears or dispute the Notice to End Tenancy within 5 days of being served with the Notice to End Tenancy. Service by way of posting a document on a tenant's door is deemed to be served three days after posting the document. In this case, service was affected on March 7, 2009, and the effective end to the tenancy is therefore March 17, 2009.

I accept the Landlord's testimony that he personally served the Tenant MR with the Notice of Hearing Package and Application for Dispute Resolution, at the Tenants'

residence, on March 19, 2009. In spite of being served with the documents, the Tenants did not appear at today's Hearing and the Hearing proceeded in their absence.

The Landlord did not provide a copy of the rental agreement, or copies of the receipts he issued to the Tenants. However, I accept the Landlord's oral testimony that he issued the Tenants receipts for "use and occupancy only" when the Tenants provided rent money for March, April and May. I accept the Landlord's oral testimony with respect to the amount of monthly rent, parking and storage.

In the absence of any evidence to the contrary from the Tenants, the Landlord has established the Landlords' monetary claim for arrears in the amount of \$60.00 for March, 2009.

The Landlords have been successful in their application and are entitled to recover the filing fee in the amount of \$50.00 from the Tenants.

Pursuant to Section 72 of the Act, the Landlords may deduct \$110.00 from the security deposit paid by the Tenants.

The Landlord is entitled to an Order of Possession and I make that order.

Conclusion

The Landlords may deduct the amount of \$110.00 from the security deposit paid by the Tenants.

Under Section 55 of the Act, I grant the Landlords an Order of Possession effective two days from service of the order. This order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

May 11, 2009
