

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me. The Tenants had an Advocate assist them in the hearing.

Issue(s) to be Decided

Have the Tenants breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

Background and Evidence

Based on the affirmed testimony of both the Agent for the Landlord and of the Tenants, I find that the Tenants were served with Notices to End Tenancy for non-payment of rent on September 18 and October 15, 2009.

The Notices informed the Tenants that the Notices would be cancelled if the rent was paid within five days. The Notices also explain the Tenants had five days to dispute the Notices. They did not file to dispute the Notices.

The Tenants paid portions of the rents due, however, the Landlord issued receipts indicating the payments were for use and occupancy only.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenants have not paid all the outstanding rent and did not apply to dispute the Notices and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notices.

I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of **\$550.00** comprised of \$500.00 in rents due, and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain \$550.00 from the pet and security deposits held of \$850.00 in satisfaction of the claim, and the Landlord must either return the balance of \$300.00 to the Tenants or deal with the balance at the time of the outgoing condition inspection report.

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: December 01, 2009.

Dispute Resolution Officer