



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords 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.

### Issue(s) to be Decided

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

### Background and Evidence

Based on the testimony of both parties, I find that the Tenant was served with a Notice to End Tenancy for non-payment of rent on January 20, 2010, by personal service. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Tenant made a partial payment of rent in February of 2010, however, both parties agree that the amount now due to the Landlords is \$3,984.00.

### Analysis

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

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

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

However, the Landlords agreed and consented that if the Tenant pays them the sum of **\$3,984.00 before 5:00 p.m. on March 31, 2010**, they will not enforce the order of possession. If the Tenant pays this amount at the time and date required, the Landlords agreed they will not enforce the order of possession.

If the Tenant does not pay the **\$3,984.00 before 5:00 p.m. on March 31, 2010**, then **the Tenant must vacate the rental unit two days after being served with the order of possession by the Landlords.**

I also find that the Landlords have established a total monetary claim of **\$3,984.00**. If the Tenant fails to pay the amount as noted above, I allow the Landlords to keep the security deposit and interest of \$485.00 in partial satisfaction of the claim, and award them a monetary order for the balance due of **\$3,499.00**. This order is enforceable in the Provincial Court of British Columbia.

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: March 16, 2010.

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Dispute Resolution Officer