

## **DECISION**

**Dispute Codes**     OPR, MNR, FF

### **Introduction**

This matter was originally conducted by way of Direct Request Proceeding, pursuant to section 55 (4) of the *Residential Tenancy Act*, however, the conclusion of that proceeding was a finding by the Dispute Resolution Officer that a conference call hearing is required in order to determine the details of the tenancy agreement.

This hearing dealt with an application by the landlord for an order of possession, a monetary order for unpaid rent, and to recover the filing fee from the tenants for the cost of this application. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on June 9, 2010, the tenants did not participate in the conference call hearing.

At the outset of the hearing, the landlord applied to amend the monetary claim to include rent owed for additional months since the application was filed. That amendment is allowed.

### **Issues(s) to be Decided**

Is the landlord entitled to an Order of Possession for unpaid rent of utilities?

Is the landlord entitled to a monetary order for unpaid rent or utilities?

### **Background and Evidence**

The fixed term tenancy began on March 1, 2010, and was to expire on March 1, 2012. Rent in the amount of \$1,890.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$945.00.

The tenants failed to pay rent in the month of April, 2010 and on April 7, 2010 the landlord served one of the tenants personally with a notice to end tenancy for non-payment of rent. The tenants further failed to pay rent in the months of May and June, 2010. The landlord has not applied for an order permitting him to retain the security deposit in partial satisfaction of the claim.

### **Analysis**

Based on the landlord's testimony I find that the tenant was 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.

As for the monetary order, I find that the landlord has established a claim for \$5,670.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee.

### **Conclusion**

Based on the above facts I find that the landlord is entitled to an order of possession. The tenants 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.

I grant the landlord an order under section 67 for the rent due of \$5,720.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

I further order that the landlord comply with Section 38 of the *Residential Tenancy Act* as it relates to the security deposit held in trust for the tenants.

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: June 22, 2010.

---

Dispute Resolution Officer