



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession and a monetary order for unpaid rents.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on June 19, 2010, the Tenants did not appear.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

### 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 testimony of the Landlord, I find that the Tenants were served with a Notice to End Tenancy for non-payment of rent on June 2, 2010, by personal service.

The Notice informed the Tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenants had five days to dispute the Notice.

### Analysis

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

The Tenants have not paid the outstanding rent and did not apply to dispute the Notice 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 Notice.

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 Tenants have also not paid rent for July and August of 2010, and that the Landlord will suffer a loss of rent for these two additional months. The Landlord is also holding a security deposit of \$400.00 paid by the Tenants. The Tenants are well aware of the rent money to be paid and that the Landlord is holding a security deposit and has had to file this Application. I do not find the Tenants would be prejudiced by the Landlord amending his Application to include amounts the Tenants know they must pay the Landlord. Therefore, under sections 64 and 67 of the Act I allow the Landlord's claim to be amended to include two additional months of rent and to retain the security deposit in partial satisfaction of the claim. I also allow the Landlord to amend the Application to include recovery of the filing fee.

I find that the Landlord has established a total monetary claim of **\$2,750.00** comprised of rent for June, July and August of 2010, and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the deposit and interest of **\$400.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$2,350.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: August 11, 2010.

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Dispute Resolution Officer