



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes – CNR, OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order due to unpaid rent. The tenants sought to cancel the notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord only. The tenants did not attend.

As this hearing dealt with the tenants' application as well as the landlord's, I find that the tenants were sufficiently aware of this hearing and the implications of not attending.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act* (Act).

It must also be determined whether or not the tenants are entitled to cancel the 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to Section 46 of the Act.

### Background and Evidence

The landlord testified the tenancy began in June 2010 as a month to month tenancy for a monthly rent of \$1,175.00 due on the 1<sup>st</sup> of each month and that a security deposit of \$587.50 and a pet damage deposit of \$100.00 were paid.

The landlord submitted a copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on March 1, 2011 due to \$2435.00 in unpaid rent with no effective vacancy date provided.

Testimony provided by the landlord indicates that the tenants failed to pay the full rent owed for the months of January, February and March 2010 and that the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent when personally on March 1, 2011.

The Notice states that the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did apply to dispute the Notice to End Tenancy within five days. The tenants did not attend the hearing or provide any documentary evidence.

### Analysis

I have reviewed all documentary evidence and accept that the tenants have been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenants on March 1, 2011 and the effective date of the notice is amended to March 16, pursuant to Section 53 of the *Act*. I accept the evidence before me, and in the absence of any evidence or testimony from the tenants, that the tenants failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*.

### Conclusion

I find that the landlord is entitled to an Order of Possession effective **two days after service on the tenants**. This order must be served on the tenants and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3575.00** comprised of \$3525.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit, pet damage deposit and interest held in the amount of \$687.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,887.50**. This order must be served on the tenants and 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: March 17, 2011.

---

Residential Tenancy Branch