



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MND, MNR, FF

Introduction

This hearing dealt with an application 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 participated in the conference call hearing.

At the hearing the landlord asked to amend his claim to include a claim for unpaid rent for March. As the tenants acknowledged not having paid rent in March and did not object to the amendment, I find that the prejudice to the tenants is minimal and allow the amendment.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The parties agreed that on either February 7 or 9 the tenants were served with a one month notice to end tenancy for cause. The parties further agreed that the tenants did not pay \$400.00 of their rent in February and that they paid no rent whatsoever in March.

The tenants testified that they wanted to apply the \$400.00 security deposit to the rent owing for February. The landlord did not agree to apply the security deposit to arrears.

The landlord seeks an award of \$1,000.00 to repair damage to the rental unit and clean the unit at the end of the tenancy.

Analysis

I find that the tenants were served with a notice to end tenancy for cause. The tenants did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession effective March 31, 2011. 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.

As for the monetary order, I find that the tenants failed to pay \$400.00 of their rent in the month of February and paid no rent in March. The tenants may not apply the security deposit to rent without the express consent of the landlord. I find that the landlord is entitled to recover \$1,000.00 in rental arrears and loss of income and I award him that sum. The landlord is also entitled to recovery of the \$50.00 filing fee which I also award to him. I dismiss with leave to reapply the landlord's claim for the cost of cleaning and repairing the unit as the tenancy has not yet ended and the claim is therefore premature. I grant the landlord an order under section 67 for \$1,050.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$1,050.00.

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 08, 2011

Residential Tenancy Branch