



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for unpaid rent, and to keep the security deposit; and to recover the filing fee associated with this application.

The landlord's agent participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail sent on March 18th, 2011. The tenants did not participate and the hearing proceeded in the tenants' absence.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a one bedroom apartment in a multi unit complex.

Pursuant to a written agreement, the month to month tenancy started on July 4th, 2007. The monthly rent of \$839.57 was payable on the first of each month. The tenants paid a security deposit of \$362.50.

The landlord testified that since the filing of her application the tenants have paid \$500.00 towards their arrears and that the new outstanding balance for March and April 2011 in unpaid rent is \$1179.14.

Analysis

I accept the landlord's agent's undisputed testimony that she served the tenants with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenants knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 46(5) of the *Residential Tenancy Act* provides that if a tenant who has received a Notice to End Tenancy for non-payment of rent does not pay the rent or makes an application for dispute resolution within 5 days, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date. The tenants in this matter have not filed an application for dispute resolution.

Based on the available evidence I find that the landlord is entitled to an order of possession and a monetary order as claimed.

Conclusion

I grant the landlord an Order of Possession effective two days from the date the order is served upon the tenant. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The landlord established a claim of \$1179.14. I find that the landlord is entitled to recover the \$50.00 filing fee for a claim totalling \$1229.14. I authorize the landlord to keep the tenants' \$362.50 security deposit and grant the landlord a monetary order for the balance of \$866.64.

This Order may be registered in the Small Claims Court 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: April 08, 2011.

Residential Tenancy Branch