



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / retention of the security deposit / and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony.

Despite mailing of the application for dispute resolution and notice of hearing (the "hearing package") to the tenants by way of registered mail, the tenants did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mailing.

The landlord requested that the application be amended to show that the amount of rent outstanding at the time when the application was filed is \$875.00 (not \$749.00 as shown). Further, the landlord requested that the style of cause for the landlord be amended to read: CAP REIT LP / Tantus Towers. The application is so amended.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from November 15, 2010 to November 30, 2011. Monthly rent is \$875.00 and monthly parking is \$25.00; both are due and payable in advance on the first day of each month. A security deposit of \$437.50 was collected at the outset of tenancy.

Arising from rent and parking which were unpaid when due on May 1, 2011, the landlord issued a 10 day notice to end tenancy for unpaid rent dated May 2, 2011. The notice was served by way of posting on the tenants' door on that same date. Subsequently, the tenants have made no payment toward rent / parking for either May or June 2011, and they continue to reside in the unit.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated May 2, 2011. The tenants did not pay the outstanding rent for May 2011 within 5 days of receiving the notice, and neither have they paid rent for June 2011. Further, the tenants did not apply to dispute the notice. The tenants 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. Accordingly, I find that the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord has established a claim of \$1,850.00. This is comprised of unpaid rent of \$875.00 for May / unpaid parking of \$25.00 for May, and unpaid rent of \$875.00 for June / unpaid parking of \$25.00 for June, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$437.50 and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,412.50 (\$1,850.00 - \$437.50).

Conclusion

I hereby issue an order of possession in favour of the landlord effective not later than **two (2) days** after service on the tenants. This order must be served on the tenants. 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.

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$1,412.50**. Should it be necessary, this order may be served on the tenants, filed 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*.

DATE: June 17, 2011

Residential Tenancy Branch