



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for cause; 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 landlords participated in the hearing and provided affirmed testimony. Landlord A.L. testified that she served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail sent on May 19th, 2011. The tenants did not participate and the hearing proceeded in the tenant's 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 an apartment in a multi-unit complex. Pursuant to a written agreement, the month to month tenancy started on June 1st, 2010.

The rent of \$800.00 per month was payable on the first of each month. The tenants paid a security deposit of \$400.00.

Landlord A.L. testified that on June 2nd, 2011, a fire destroyed the rental unit and the tenants left without giving notice or a forwarding address. She stated that the tenants still owed rent for the month of May 2011. In her documentary evidence, A.L. provided a 1 Month Notice to End Tenancy for cause dated February 5th, 2011, with an effective date of March 31st, 2011. The landlord agreed in writing to allow the tenants to stay until the end of April, however until the fire the landlord stated that the tenants kept delaying moving out and were still in the suite, and that they had not paid rent for May 2011.

Analysis

I accept the landlord'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 47(5) of the *Residential Tenancy Act* provides that if a tenant who has received a notice to end tenancy with cause does not make an application for dispute resolution within 10 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.

On that basis the landlord is entitled to an order of possession. I also accept that the landlord's testimony that May rent was not paid and find the landlord entitled to a monetary order for the loss of that month's rent.

The tenancy ended abruptly on June 2nd and therefore I decline to make an order concerning June rent.

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.

I authorize the landlord to retain the tenants' \$400.00 security deposit for a balance owing of \$400.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$450.00.

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: June 08, 2011.

Residential Tenancy Branch