



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD MNDC 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. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on July 18, 2011, the tenants did not participate in the conference call hearing.

The landlord named two parties as tenants, MD and JL. MD was the original tenant, who signed the tenancy agreement. During his tenancy, MD moved out and sublet the rental unit to JL. The landlord had not at first been aware of the subletting, but when he became aware, he accepted rent from JL. I found that the landlord correctly named both MD and JL as tenants in this application.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on September 1, 2010. Rent in the amount of \$950 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$475. The tenant failed to pay rent in the month of June 2011 and on June 9, 2011 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of July 2011. The landlord claimed \$1900 for unpaid rent for June and July 2011. Additionally, the landlord claimed \$550 for damages done by the tenant to the rental property.

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant has not paid the outstanding rent and has not applied 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.

As for the monetary order, I find that the landlord has established a claim for \$1900 in unpaid rent for June and July 2011.

As the tenant has an opportunity to do cleaning and repairs before the end of the tenancy, I find that the landlord's claim for damaged property is premature. I therefore dismiss that part of the application with leave to reapply.

The landlord is also entitled to recovery of the \$50 filing fee.

Conclusion

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant 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.

The landlord is entitled to \$1950. I order that the landlord retain the security deposit of \$475 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1475. This order may be 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*.

Dated: July 29, 2011.

Residential Tenancy Branch