



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD 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 personally served with the application for dispute resolution and notice of hearing on August 16, 2011, the tenants did not participate in the conference call hearing.

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 November 1, 2010. Rent in the amount of \$1100 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 \$550 and a pet deposit of \$550. The tenants failed to pay \$655 of the rent in the month of August 2011 and on August 3, 2011 the landlord served the tenants with a notice to end tenancy for non-payment of rent. On August 6, 2011 the tenants paid \$100 toward the outstanding rent. The tenants then paid \$700 on September 7, 2011 and \$300 on September 16, 2011. On each of these dates the landlord issued receipts indicating the amounts were received for use and occupancy only. The landlord has claimed \$655 in unpaid rent, \$25 for a late payment fee for August 2011, as per the tenancy agreement, and recovery of the \$50 filing fee for the cost of their application, for a total claim of \$730.

Analysis

Based on the landlord's evidence I find that the tenants were served with a notice to end tenancy for non-payment of rent. The tenants did not pay all of the outstanding rent within five days of having been served with the notice and did not apply for dispute resolution to dispute the notice. The tenants are 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 is entitled to their monetary claim in its entirety.

Conclusion

I grant the landlord an order of possession effective two days from service. 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.

The landlord is entitled to \$730. The landlord may retain this amount from the security and pet deposits in full compensation of their claim. The landlord continues to retain \$370 from the pet deposit and must deal with it in accordance with the Act.

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: September 19, 2011.

Residential Tenancy Branch