



# 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 for Dispute Resolution by the landlord for an order of possession, a monetary order for unpaid rent and damages and an order to retain the security deposit in partial satisfaction of the claim.

Although deemed served with the Application for Dispute Resolution and Notice of Hearing by registered mail November 26, 2011, the tenant did not appear. I find that the tenants have been duly served in accordance with the Act.

The landlord gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

### Background and Evidence

Based on the testimony of the landlord, I find that the tenants were served with a notice to end tenancy for non-payment of rent on October 4, 2011, by posting the documents to the door of the rental unit. The notice informed the tenants that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenants had five days to dispute the notice.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenants have not paid the outstanding rent and did not apply to dispute the Notice and 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.

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

The landlord testified that the tenants have not paid rent for July, October, November, and December 2011, the total amount owed for unpaid rent is \$4,660.00.

The landlord further testified that the tenants smashed holes in the drywall of the rental unit, which the landlord paid to have them repaired and the tenants were to repay the landlord for the costs of the repairs in the amount of \$602.00.

I find that the landlord has established a total monetary claim of \$5,312.00 comprised of rent owed, damages and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit and the pet damage deposit and interest of \$1,200.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4,112.00.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

### Conclusion

The tenants failed to pay rent and did not file to dispute the notice to end tenancy. The tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession, and may keep the security deposit, pet damage deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: December 06, 2011.

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Residential Tenancy Branch