



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession based on unpaid rent, a monetary order for unpaid rent and to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on December 11, 2011, and deemed served five days later under the Act, the Tenants did not appear. I find the Tenants have been duly served in accordance with the Act.

An Agent for the Landlord appeared, 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

Have the Tenants breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

### Background and Evidence

Based on the uncontradicted evidence and testimony of the Agent, I find that the Tenants were served with a 10 day Notice to End Tenancy for non-payment of rent on November 2, 2011, by personal service.

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.

The Landlord is claiming for \$1,555.20 against the Tenants, comprised of unpaid rents of \$200.00 owing for July, \$65.10 owing for October, \$665.10 owing for November, \$600.00 owing for December, and a \$25.00 late fee.

### 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. The Agent for the Landlord requested the order be **effective at 1:00 p.m. December 30, 2011**, and I grant and issue the Landlord an order in those terms. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of \$1,605.20, comprised of the above described amounts, plus the \$50.00 fee paid by the Landlord for this application.

I allow the Landlord to amend the Application to claim against the deposits held, pursuant to section 64 of the Act.

I order that the Landlord retain the security and pet damage deposits of \$700.00 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$905.20**. 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 Tenant 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, may keep the security deposit and pet damage deposits in partial satisfaction of the claim and is granted a monetary order for the balance due.

This decision is final and binding on the parties, except as provided under the Act, and 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 20, 2011.

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Residential Tenancy Branch