



# Dispute Resolution Services

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. The landlord and the tenant W.D. participated in the conference call hearing but the tenant P.B. did not. W.D. confirmed that she was representing both herself and P.B. and the hearing proceeded in his absence.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The tenancy began approximately 2 years ago at which time the tenants paid a \$425.00 security deposit. Rent in the amount of \$850.00 is payable in advance on the first day of each month. The landlord testified that the tenants failed to pay \$150.00 of their rent in the month of December and paid no rent whatsoever in the month of January. The landlord testified that on January 2 he personally served the tenant P.B. with a 10 day notice to end tenancy for unpaid rent (the "Notice").

W.D. testified that she did not see the Notice until mid-January when P.B. showed it to her. She testified that in December and January she followed her usual practice of giving her portion of rent to P.B. and said that he must have spent the money rather than paying it to the landlord. W.D. stated that she would like to negotiate with the owners to work out a payment plan which would allow her tenancy to continue. The landlord stated that he had instructions to proceed with ending the tenancy.

### Analysis

While I accept that W.D. gave her portion of the rent money to her co-tenant, I find that P.B. did not pay the rent to the landlord. I find that the tenants owe \$150.00 in rent for the month of December 2011 and \$850.00 for the month of January 2012. I find that

P.B. received the Notice on January 2, 2012. The tenants did not pay the outstanding rent within 5 days of receiving the Notice and did not apply for dispute resolution to dispute the Notice and pursuant to section 46(5) of the Act 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. 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.

As for the monetary order, I find that the landlord is entitled to recover the \$150.00 in unpaid rent for the month of December and the \$850.00 in rent for the month of January as well as the \$50.00 filing fee paid to bring this application for a total entitlement of \$1,050.00. I order that the landlord retain the \$425.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$625.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$625.00. The landlord may retain the security deposit.

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: January 31, 2012

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Residential Tenancy Branch