



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order or possession for unpaid rent, a monetary order for unpaid rent, a monetary order for damages, to keep all or part of the security deposit and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Are the landlords entitled to any of the above under the Act.

Background and Evidence

This tenancy began January 5, 2011 with monthly rent of \$1100.00 and the tenants paid a security deposit of \$500.00.

On February 5, 2012 the landlords served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenants owe the following in unpaid rent: \$550.00 December 2011, \$1100.00 January 2012 and \$1100.00 February 2012 for a total of \$2750.00 in unpaid rent.

The landlord stated that on or around February 10, 2012 the tenants removed most of their belongings from the rental unit. The landlord stated that the tenants occasionally come back to the rental however and he is not certain if they have completely vacated yet. The landlord stated that the tenants promised to return with some of the unpaid rent once they received monies from the ministry.

The landlord in this application is seeking \$2750.00 in unpaid rent and an order of possession for the rental unit effective 2 days after service upon the tenants.

The landlord expressed concern for the condition of the rental unit and understands that he is at liberty to make an application for damages and cleaning costs through this office if warranted.

Analysis

Based on the documentary evidence and testimony of the parties I find that the tenant was properly served with a notice to end tenancy for non-payment of rent. The tenant 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 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 and a monetary order for unpaid rent.

Accordingly I find that the landlord is entitled to a monetary order for \$2750.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I hereby grant the landlord an **Order of Possession**, effective **2 days** after service of the Order upon the tenant(s). This Order must be served on the tenant(s) and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim for \$2750.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$500.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$2300.00**.

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: March 6, 2012

Residential Tenancy Branch