



# 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 the landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and authorization to retain the security deposit.

Only one of the two named tenants appeared at the hearing. The landlord testified that each tenant was served with the hearing documents. The tenant in attendance at the hearing confirmed this to be accurate.

Both parties appearing at the hearing were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

### Issue(s) to be Decided

1. Is the landlord entitled to an Order of Possession for unpaid rent?
2. Is the landlord entitled to a Monetary Order for unpaid rent?
3. Is the landlord authorized to retain the security deposit?

### Background and Evidence

The parties provided the following undisputed information:

- The tenancy commenced April 1, 2012;
- The tenants paid a \$700.00 security deposit;
- The tenants are required to pay rent of \$1,400.00 on the 1<sup>st</sup> day of every month;
- The tenants did not pay rent for May 2012;
- The landlord personally served the tenants with a 10 Day notice to End Tenancy for Unpaid Rent (the Notice) on May 4, 2012; and,
- The tenants did not pay the outstanding rent or dispute the Notice.

The landlord is seeking to recover unpaid rent of \$1,400.00 for the month of May 2012 and obtain an Order of Possession.

The tenant stated that the rent was not paid for May 2012 due to personal financial difficulties.

Documentary evidence provided for this hearing was a copy of the 10 Day Notice.

### Analysis

When a tenant receives a 10 Day Notice the tenant has five days to pay the outstanding rent to nullify the Notice or the tenant has five days to dispute the Notice by filing an Application for Dispute Resolution. If a tenant does not pay the outstanding rent or dispute the Notice within five days then, pursuant to section 46(5) of the Act, the tenant is conclusively presumed to have accepted the tenancy will end and must vacate the rental unit by the effective date of the Notice.

Since the tenants did not pay the outstanding rent or dispute the Notice I find the tenancy ended on the effective date of May 14, 2012 and the landlord is entitled to regain possession of the rental unit. Provided with this decision is an Order of Possession effective two (2) days after service upon the tenants.

I find the landlord entitled to recover unpaid rent for the month of May 2012. I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the rent owed the landlord. I also award the landlord the filing fee paid for this application.

In light of the above, the landlord is provided a Monetary Order calculated as follows:

|                        |                 |
|------------------------|-----------------|
| May 2012 unpaid rent   | \$ 1,400.00     |
| Filing fee             | 50.00           |
| Less: security deposit | <u>(700.00)</u> |
| Monetary Order         | \$ 750.00       |

The landlord must serve the Monetary Order upon the tenants and may enforce it in Provincial Court (Small Claims) as necessary.

### Conclusion

The landlord has been provided an Order of Possession effective two (2) days after service upon the tenants. The landlord has been authorized to retain the security

deposit and has been provided a Monetary Order for the balance of \$750.00 to serve upon the tenants.

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: May 30, 2012.

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Residential Tenancy Branch