



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR OPB MND MNR MNSD 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. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on April 26, 2012, the tenants did not participate in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?  
Is the landlord entitled to a monetary order?

### Background and Evidence

The tenancy began on November 1, 2011 as a fixed term tenancy to end on December 1, 2012. Rent in the amount of \$2500 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$1250. The tenants failed to pay rent in the month of April 2012 and on April 8, 2012 the landlord served the tenants with a letter informing the tenants that they must pay the rent. The tenants further failed to pay rent in the month of May 2012.

On April 8, 2012, it also came to the landlord's attention that the tenants had pets, contrary to their tenancy agreement.

The landlord has claimed \$5000 in unpaid rent for April and May 2012 and \$1250 for a pet deposit.

### Analysis

The landlord did not serve the tenants with a proper notice to end tenancy for unpaid rent, and I therefore cannot issue an order of possession. Accordingly, I dismiss with leave to reapply the portions of the landlord's application regarding an order of possession. It is open to the landlord to serve the tenants a proper notice to end tenancy for unpaid rent.

As for the monetary order, I find that the landlord is entitled to \$5000 for unpaid rent for April and May 2012. The landlord is not entitled to the amount claimed for the pet deposit. The landlord may require the tenants to pay a pet deposit, and if the tenants refuse to pay a pet deposit then the landlord may serve the tenants with a notice to end tenancy for cause.

As the tenancy is not ending at this time, I decline to order that the landlord retain the security deposit in partial compensation of the monetary claim.

As the landlord was partially successful in their claim, I find that they are entitled to partial recovery of their filing fee in the amount of \$50.

### Conclusion

I grant the landlord an order under section 67 for the balance due of \$5050. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 16, 2012.

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Residential Tenancy Branch