



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, 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. Both parties participated in the conference call hearing.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

### Background and Evidence

The parties agreed that the tenants are obligated to pay \$1,100.00 in rent in advance on the first day of each month. They further agreed that the tenants did not pay rent in April and May and that on May 4, the tenants were served with a 10 day notice to end tenancy for non-payment of rent. They further agreed that on June 3, the tenants made a partial payment of rental arrears. The tenants claimed that they paid \$550.00 and the landlord claimed that he received just \$500.00. The tenants claimed that they paid in cash and that the landlord does not issue receipts. The landlord did not dispute this.

### Analysis

I find that the tenants did not pay rent for the months of April and May and on May 4 were served with a notice to end tenancy for non-payment of rent. 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 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 unpaid rent for the months of April and May. The June 3 payment must be applied to the tenants' credit. Although the landlord claimed to have received only \$500.00 on that date, I find that the landlord does not issue rental receipts for cash payments even though he is required to do so under the Act and I find that by failing to issue receipts, he has deprived the tenants of the opportunity to prove the amount of the payment made. I therefore find that the tenants paid \$550.00 on June 3, reducing the arrears to \$1,650.00. I award the landlord the \$1,650.00 in arrears as well as the \$50.00 filing fee paid to bring this application for a total of \$1,700.00. I order that the landlord retain the \$550.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of \$1,150.00. 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 \$1,150.00. The landlord will 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: June 08, 2012

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Residential Tenancy Branch