



# 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 was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony. Despite in-person service of the application for dispute resolution and notice of hearing (the "hearing package") on June 29, 2012, the tenants did not appear.

During the hearing the landlord's agent requested an amendment to the application to include an application to retain the security deposit, and the request was so granted.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on November 1, 2011. Monthly rent of \$700.00 is due and payable in advance on the first day of each month, and a security deposit of \$350.00 was collected.

Arising from rent which remained overdue on May 1, 2012 (\$100.00 for April & \$700.00 for May), the landlord issued a 10 day notice to end tenancy for unpaid rent dated May 24, 2012. The notice was served in person on the tenants on that same day. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenants must vacate the unit is June 3, 2012. Subsequently, the tenants made a payment toward rent in the limited amount of \$500.00, and they still reside in the unit.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated May 24, 2012. Thereafter, the tenants did not pay the full amount of rent outstanding within 5 days of receiving the notice, and they did not apply to dispute the notice. The tenants are therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord has established entitlement to an order of possession.

As for the monetary order, I find that the landlord has established a claim of \$1,400.00:

\$100.00: unpaid rent for April  
\$700.00: unpaid rent for May  
\$700.00: unpaid rent for June  
\$700.00: unpaid rent for July  
\$50.00: filing fee

Sub-total # 1: \$2,250.00. Minus: \$500.00 payment by tenants;

Sub-total # 2: \$1,750.00. Minus: \$350.00 security deposit;

Total owed: \$1,400.00

### Conclusion

I hereby issue an order of possession in favour of the landlord effective not later than **two (2) days** after service on the tenants. This order must be served on the tenants. 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.

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$1,400.00**. This order may be served on the tenants, 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: July 18, 2012.

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Residential Tenancy Branch