



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, although I waited until 1:41 p.m. in order to enable them to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord's building manager (the landlord) attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord gave sworn testimony that he posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' door on July 2, 2012. I am satisfied that the landlord served the 10 Day Notice in accordance with the *Act*.

The landlord testified that he handed Tenant FT a copy of the landlord's dispute resolution hearing package on July 27, 2012. By that date, the landlord believed that Tenant JPB had vacated the rental unit. I am satisfied that the landlord served Tenant FT with the landlord's dispute resolution hearing package in accordance with the *Act*. As I am not satisfied that Tenant JPB has been served with notice of the landlord's application, the landlord is only entitled to a monetary award against the party he did serve, Tenant FT.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent? Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

This one-year fixed term tenancy commenced on May 1, 2012. Monthly rent is set at \$800.00, payable in advance on the first of each month. The landlord continues to hold the \$400.00 security deposit for this tenancy paid on May 3, 2012.

The landlord issued the 10 Day Notice for unpaid rent of \$800.00 owing for July 2012. The landlord applied for a monetary award of \$1,600.00 for unpaid rent for July 2012 and the anticipated loss of rent for August 2012. The landlord testified that no payments have been made towards this tenancy by either tenant since the 10 Day Notice was issued.

Analysis

The tenants failed to pay the July 2012 rent in full within five days of receiving the 10 Day Notice. The tenants have not made application pursuant to section 46(4) of the *Act* within five days of receiving the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the corrected effective date of the notice. In this case, this required the tenants to vacate the premises by July 15, 2012. As the tenants have not yielded complete vacant possession of the rental unit to the landlord, I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the remaining tenant, Tenant FT. If Tenant FT does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Based on the undisputed evidence before me, I find that the landlord is entitled to a monetary award of \$1,600.00 against Tenant FT for unpaid rent owing from July and August 2012. I allow the landlord to retain the tenants' security deposit plus applicable interest in partial satisfaction of this monetary award. No interest is payable over this period. I allow the landlord to recover the filing fee from Tenant FT.

Conclusion

I provide the landlord with a formal copy of an Order of Possession to take effect within 2 days of the landlord's service of this notice to the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary Order in the landlord's favour under the following terms entitling the landlord to obtain the recovery of unpaid rent and the filing fee for his application and to retain the security deposit for this tenancy:

Item	Amount
Unpaid July 2012 Rent	\$800.00
Unpaid August 2012 Rent	800.00
Less Security Deposit	-400.00
Recovery of Filing Fee for this application	50.00
Total Monetary Order	\$1,250.00

The landlord is provided with these Orders in the above terms and Tenant FT must be served with a copy of these Orders as soon as possible. Should Tenant FT fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: August 23, 2012

Residential Tenancy Branch