



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, OPR, MNR, FF, OLC, ERP

### Introduction

This hearing was convened in response to applications by the tenant and the landlord.

The tenants' application is seeking orders as follows:

1. Monetary order for money owed or compensation under the Act;
2. Return all or part of the pet damage deposit or security deposit;
3. To have the landlord comply with the Act, regulation or tenancy agreement; and
4. Provided services or facilities required by law.

The landlord's application is seeking orders as follows:

1. For an order of possession for unpaid rent;
2. For a monetary order for unpaid rent; and
3. To keep all or part of the pet damage deposit or security deposit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

### Preliminary Issue

The tenant stated that she is withdrawing their application for today's hearing. The tenants are at liberty to reapply.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to keep all or part of the pet damage deposit or security deposit?

### Background and Evidence

Based on the affirmed testimony of the landlord, I find that the tenants were served with a Notice to End Tenancy for non-payment of rent. The tenants have not paid all the outstanding rent and did not apply to dispute the Notice and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

The tenant testified they left the rental unit during the month of July 2012, however, they did not remove their belongings from the rental unit until August 6, 2012.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Although the landlord is entitled to an order of possession in these circumstances, the tenants have vacated the rental unit and therefore, an order of possession is no longer required.

I find that the tenants have failed to pay rent under the Act and tenancy agreement.

I find the landlord has established a total monetary claim of **\$1,450.00** comprised of rent owed for July 2012 and August 2012, and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the deposit and interest of **\$625.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$825.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### Conclusion

The tenants failed to pay rent and did not file to dispute the Notice to End Tenancy, and vacated the rental unit. Therefore, an order of possession is not required.

The landlord is granted a monetary order for rent due, and may keep the pet damage deposit and security deposit in partial satisfaction of the claim. The landlord is granted an order for the balance due.

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 08, 2012.

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Residential Tenancy Branch