



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, FF

Introduction

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

- an Order of Possession for unpaid rent pursuant to section 55; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenant confirmed that the male landlord handed her a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on December 3, 2012. The landlords entered into written evidence a copy of a Proof of Service document in which the tenant signed as having received the 10 Day Notice on December 3, 2012. The tenant confirmed that the male landlord handed her a copy of the landlords' dispute resolution hearing package on December 14, 2012. I am satisfied that the landlords served the above documents to the tenant in accordance with the *Act*.

Issues(s) to be Decided

Are the landlords entitled to an Order of Possession for unpaid rent? Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenant testified that her tenancy commenced on October 26, 2012. The female landlord (the landlord) testified that the tenant moved into the rental unit early and by October 1, 2012. The parties agreed that the monthly rent was set at \$1,600.00, payable in advance on the first of each month. The landlords continue to hold a \$1,000.00 security deposit paid by the tenant on or about August 20, 2012.

The landlords issued the 10 Day Notice for unpaid rent of \$3,600.00. The landlord gave undisputed sworn testimony that the tenant has paid only \$600.00 towards her tenancy on October 15, 2012. The landlord gave undisputed testimony that the tenant has not paid anything to the landlords since the 10 Day Notice was issued.

Analysis

The tenant failed to pay the rent identified as owing in the 10 Day Notice in full within five days of receiving the 10 Day Notice. The tenant confirmed that she has 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 tenant's failure to take either of these actions within five days led to the end of her tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by December 15, 2012. As that has not occurred, I find that the landlords are entitled to a 2 day Order of Possession. The landlords will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlords may enforce this Order in the Supreme Court of British Columbia.

As the landlords have been successful in their application, I allow them to recover their \$50.00 filing fee from the tenant. To implement this order, I allow the landlord to retain \$50.00 from the tenant's security deposit.

Conclusion

I provide the landlords with a formal copy of an Order of Possession to take effect within 2 days of the landlords' 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 order the landlords to retain \$50.00 from the tenant's security deposit. The find that the revised value of the tenant's security deposit held by the landlord is now set at \$950.00.

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: January 02, 2013

Residential Tenancy Branch

