



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      OP MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenants did not appear although they were personally served with the Application for Dispute Resolution and Notice of Hearing by registered on February 25, 2013.

### Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

### Background and Evidence

This tenancy began in April 2011. The rent is \$1,600.00 due in advance on the first day of each month. The landlord's representative testified that the tenants are also responsible for paying \$200.00 per month for Hydro utilities. The landlord's representative said there is a written tenancy agreement, but he did not submit a copy as evidence. He testified that the tenants paid a security deposit of \$450.00 at the start of the tenancy. The landlord's representative testified that the tenants paid only \$800.00 rent in December. The tenants did not pay January rent on the first of the month. On January 2, 2013 the landlord's representative personally served the tenants with a 10 day Notice to End Tenancy for unpaid rent. The tenants paid \$800.00 in January. They paid \$450.00 in February and have paid no rent for March. The tenants did not file an application to dispute the Notice to End Tenancy.

In the application for dispute resolution the landlord claimed payment of the sum of \$3,150.00, being the amount due for rent and utilities to and including February, after taking into account the payments of \$800.00 in January and \$450.00 in February.

### Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenants do neither of these two things, the tenants are conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

### Conclusion

*Order of Possession* - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

*Monetary Order and Security Deposit* - I find that the landlord has established a total monetary claim of \$3,150.00 for the outstanding rent and utilities up to and including February. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$3,200.00. I order that the landlord retain the deposit of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2,750.00. This order may be 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: March 21, 2013

---

Residential Tenancy Branch

