



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bristol Estates  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security & pet damage deposits / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

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

### Background and Evidence

Pursuant to a written tenancy agreement, tenancy began on November 1, 2009. Monthly rent is presently \$885.00, and it is due and payable in advance on the first day of each month. A security and pet damage deposit each of \$425.00 were collected.

The tenants had a credit on their account of \$30.00. Arising from rent which remained unpaid in the amount of \$855.00 (\$885.00 - \$30.00) when due on March 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated March 2, 2013. The notice was served by way of posting on the unit door on that same date. A copy of the notice was submitted in evidence. Subsequently, the tenants made a total payment toward rent of \$1,060.00, as below, and they continue to reside in the unit.

\$200.00: March 9

\$360.00: March 23

\$500.00: April 9

### 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 testimony, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated March 2, 2013. The tenants did not pay the full amount of outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. The tenants 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. 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 **\$780.00**:

\$295.00: *unpaid rent for March [\$855.00 – (\$200.00 + \$360.00)]*

\$25.00: *fee assessed for late payment of rent*

\$385.00: *unpaid rent for April (\$885.00 - \$500.00)*

\$25.00: *fee assessed for late payment of rent*

\$50.00: *filing fee*

It is understood that the parties hope to fully resolve the dispute around unpaid rent prior to the end of April 2013. However, in the event that such a resolution does not occur, following from all the above I order that the landlord retain **\$780.00** from the security & pet damage deposits combined of **\$850.00** (\$425.00 + \$425.00), and I order the landlord to repay the balance of the combined deposits to the tenants in the amount of **\$70.00** (\$850.00 - \$780.00).

### 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.

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: April 11, 2013

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Residential Tenancy Branch