



# 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. The hearing was conducted by conference call. The landlord called in and participated in the hearing. He was assisted by his son, who acted as a translator. The tenants did not appear although they were served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on April 11, 2013. In the Details of the Dispute the landlord said that: "Tenants not pay rent for Apr. 01. 2013 \$2,200 per month. At the hearing the landlord said that he intended to claim a monetary order for unpaid rent. I find that the application was made is clear to the tenants that the claim is in relation to unpaid rent for April and I amend the application to specifically include a claim for a monetary order for unpaid rent and an order allowing retention of the security deposit in partial satisfaction of the claim.

### 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

The rental unit is a house in Surrey. This tenancy began on February 20, 2013. The rent is \$2,200.00 due in advance on the first day of each month. The tenants paid a security deposit of \$1,100.00 at the start of the tenancy. The tenants did not pay rent for April when it was due. On April 2, 2013 the landlord served the tenants with a Notice to End Tenancy for non-payment of rent. The Notice to End Tenancy was handed to the tenant, A.C. by the landlord. The tenants have not paid rent for April or for May and they did not file an application to dispute the Notice to End Tenancy.

### Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenants 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, they 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 tenants. 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 \$2,200.00 for the outstanding rent for April. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$2,250.00. I order that the landlord retain the deposit and interest of \$1,100.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,150.00. 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: May 02, 2013

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Residential Tenancy Branch

