



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared, gave 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.

Issues to be Decided

Are the landlords entitled to an order of possession for unpaid rent?

Are the landlords entitled to a monetary order?

Are the landlords entitled to retain any portion of the security deposit?

Are the landlords entitled to recover the cost of the filing fee?

Background and Evidence

Based on the written submission of the landlord, I find that the tenant was served with a notice to end tenancy for non-payment of rent on April 20, 2013, by posting to the door, which was witnessed. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The tenant acknowledged she received the notice to end tenancy for non-payment of rent. The tenant further acknowledged she did not dispute the notice and that she did not pay the outstanding rent within five days as required by the Act. The tenant stated she has not paid any rent for April, May and June 2013.

The article student for the landlord stated the current rent owed by the tenant is \$2,700.00. The article student stated a security deposit of \$450.00 and a pet damage deposit of \$100.00 were paid by the tenant. The landlords seek to retain the deposits in partial satisfaction of the claim.

Analysis

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

The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlords are 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.

I find that the landlords have established a total monetary claim of \$2,750.00 comprised of unpaid rent for April, May, June 2013 and the \$50.00 fee paid by the landlords for this application.

I order that the landlords retain the security deposit (\$450.00) and pet damage deposit (\$100.00) in partial satisfaction of the claim and I grant the landlords an order under section 67 for the balance due of \$2,200.00.

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

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlords are granted an order of possession, and may keep the security deposit and pet damage deposit in partial satisfaction of the claim. I grant a monetary 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: June 04, 2013

Residential Tenancy Branch

