



# 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 landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail on May 16, 2013, a Canada post tracking number was provided as evidence, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

The landlords appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to 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 the security deposit in partial satisfaction of the claim?  
Are the landlords entitled to recover the cost of the filing fee?

### Background and Evidence

Based on the testimony of the landlords, I find that the tenant was served with a notice to end tenancy for non-payment of rent on May 2, 2013, by posting it on the tenant's door, which was witnessed and photographed. 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 landlords stated the tenant has not pay rent for May 2013 and June 2013, and seek a monetary order for unpaid rent in the amount of \$1,200.00. The landlords stated the tenant paid a security deposit of \$300.00.

### 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 **\$1,250.00** comprised of unpaid rent for May, June 2013 and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the deposit and interest of \$300.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$950.00**.

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 landlord is granted an order of possession, and may keep the security deposit and interest 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 12, 2013

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Residential Tenancy Branch

