



# 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 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. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, the tenants did not appear.

### Issue(s) to be Decided

- Is the landlord entitled to an order of possession and, if so, on what terms?
- Is the landlord entitled to a monetary order and, if so, in what amount?
- Is the landlord entitled to retention of all or some of the security deposit?

### Background and Evidence

This fixed term tenancy agreement commenced May 1, 2013 and was to end August 3, 2013. The monthly rent was agreed to be \$1000.00 if three people occupied the unit; \$900.00 if two people occupied the unit. The landlord collected a security deposit of \$450.00.

Three tenants moved into the unit but one moved out shortly thereafter. That tenant paid \$333.00 for the May rent. Of the other two tenants, only one paid \$333.00 at the beginning of May.

On May 10 the landlord issued and served a 10 Day Notice to End Tenancy for Non-Payment of Rent. On May 22 the Ministry paid the landlord \$900.00 on behalf of the tenants for the June rent. On June 7 one of the tenants paid the landlord \$333.00 towards the May rent. The landlord provided the tenants with a receipt marked "for use and occupancy only" for the payments made by them.

### Analysis

Based on the testimony of the landlord I find that the tenants were served with a 10 Day Notice to End Tenancy for Non-Payment of Rent. The tenants did not pay the balance of the unpaid rent within the time required nor did they file an application to dispute the

Notice. They are therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Based on these facts, I find that the landlord is entitled to an order of possession effective two days after service on the tenants.

I find that the landlord has established a total monetary claim of \$\$384.00 comprised of arrears of rent for May in the amount of \$334.00 and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain this amount from the deposit in full satisfaction of the claim.

#### Conclusion

An order of possession that is effective two days after service has been granted. If necessary, this order may be filed in the Supreme Court and enforced as an order of that court.

A monetary order in favour of the landlord has been granted. An order has been made allowing the landlord to retain the full amount of the monetary order from the security deposit.

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 18, 2013

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Residential Tenancy Branch