



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Gold Team Management Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MND, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent and alleged damage to the rental unit, for authority to retain the tenants' security deposit and to recover the filing fee.

The landlord appeared; the tenants did not appear.

The landlord gave evidence that they served each tenant with the Application for Dispute Resolution and Notice of Hearing by registered mail on June 25, 2013. The landlord supplied testimony of the tracking numbers of the registered mail.

I find the tenants were served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary issue-I have determined that the landlord's request for compensation for alleged damage to the rental unit is premature as the tenancy has not yet ended and is unrelated to the primary issue of enforcing their 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"). As a result, pursuant to section 2.3 of the Residential Tenancy Branch Rules of Procedure, I have severed the landlord's Application and dismissed that portion dealing with their request for monetary compensation, with leave to reapply.

The hearing proceeded only upon the landlord's application for the order of possession, a monetary order for unpaid rent, and to retain the tenants' security deposit and pet damage deposit.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit due to unpaid rent, a monetary order and to recover the filing fee?

Background and Evidence

The landlord gave evidence that this tenancy began on May 22, 2010, monthly rent is \$1000, and a security deposit of \$500 and a pet damage deposit of \$500 were paid by the tenants on May 17, 2010.

The landlord gave evidence that on June 11, 2013, the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by registered mail, listing unpaid rent of \$5000 as of June 1, 2013. The effective vacancy date listed on the Notice was June 26, 2013.

The Notice informed the tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenants had five days to dispute the Notice by making an application for dispute resolution.

The landlord stated that the tenants have not made any further payments of rent and now owe an additional \$1000 in unpaid rent for July 2013, bringing the total of unpaid rent to \$6000. The landlord further stated that the tenants informed him that they did not intend on paying any more rent.

I have no evidence before me that the tenants applied to dispute the Notice.

Analysis

Based on the oral and written evidence and on a balance of probabilities, I find the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay the outstanding rent or file an application for dispute resolution in dispute of the Notice within five days of service and 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.

I therefore find that the landlord is entitled to an order of possession for the rental unit two days after service of the order upon the tenants.

I also find that the landlord has established a total monetary claim of \$6100 comprised of outstanding rent of \$6000 through July, 2013, and the \$100 filing fee paid by the landlord for this application.

Conclusion

I grant the landlord a final, legally binding order of possession for the rental unit, which is enclosed with the landlord's Decision. Should the tenants fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

At the landlord's request, I allow the landlord to retain the tenants' security deposit of \$500 and the pet damage deposit of \$500 in partial satisfaction of their monetary award.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$5100, which I have enclosed with the landlord's Decision.

Should the tenants fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

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* and is being mailed to both the applicant and the respondents.

Dated: July 17, 2013

Residential Tenancy Branch

