



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Randall North Real Estate Services Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Codes: OPC, MNSD, MNDC, FF

### Introduction:

The landlord has applied for an order for possession pursuant to section 47(5) of the Residential Tenancy Act pursuant to Notice of End a Residential Tenancy dated August 14, 2013. Only the landlord's agent attended the hearing.

### Background and Evidence:

The landlord's agent testified that the tenancy began on April 1, 2012 and that the landlord is holding a security deposit amounting to \$ 300.00 paid on February 2, 2010.

Based on the testimony of the landlord's agent, I find that the tenants were personally served with a Notice to End Tenancy for cause on August 19, 2013 by registered mail although they refused or neglected delivery of the package. The tenants received the Notice as well when they were served with the Application for Dispute Resolution on October 1, 2013 by registered mail which they signed for.

The Notice to End a Residential Tenancy relies on sections 47(1)(b) of the Residential Tenancy Act. That section provides as follows:

#### **Landlord's notice: cause**

**47** (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(b) the tenant is repeatedly late paying rent;

The landlord testified that the tenants paid their rent late in September, August, July, June, May and April of 2013. The landlord also requested a monetary Order for \$ 90.00 for arrears of rent. The landlord testified that although the tenants paid rent for November by direct deposit they were advised verbally that it was accepted for use and occupation only.

Analysis:

The tenants have not applied for arbitration to dispute the Notice and are therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice pursuant to 47(5)(a). Based on the above facts I find that the landlord is entitled to an order for possession. I order that the tenancy shall end November 30, 2013 as the landlord accepted rent for November 2013.

The landlord has proven a claim for arrears of rent amounting to \$ 90.00 and is entitled to the filing fee of \$ 50.00 for a total award of \$ 140.00.

Policy Guideline 17 states:

**RETURN OR RETENTION OF SECURITY DEPOSIT THROUGH ARBITRATION**

1. The arbitrator will order the return of a security deposit, or any balance remaining on the deposit, less any deductions permitted under the Act, on:

- a landlord's application to retain all or part of the security deposit, or
- a tenant's application for the return of the deposit unless the tenant's right to the return of the deposit has been extinguished under the Act. The arbitrator will order the return of the deposit or balance of the deposit, as applicable, whether or not the tenant has applied for arbitration for its return.

I Order the landlord to retain \$ 140.00 from the tenants' security deposit and I grant the tenants a monetary Order for the return of their security deposit amounting to \$ 160.00.

Conclusion:

I granted the landlord an Order for Possession effective November 30, 2013. The tenants must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement. I Order that the landlord retain \$ 140.00 from the security deposit and I granted the tenants a Monetary Order amounting to \$ 160.00. The tenants must serve the landlord with this Order which may be enforced in the Small Claims 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: November 05, 2013

