



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord attended and gave affirmed testimony.

The landlord testified that he served the application for dispute resolution and notice of hearing (the "hearing package") in-person on October 28, 2013. Despite this, neither tenant appeared.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

The landlord testified that when he purchased the unit the tenants already resided there, and may have done so since early 2013. The landlord testified that he entered into a written tenancy agreement with the tenants effective from September 1, 2013, a copy of which is not in evidence. Monthly rent of \$1,050.00 is due and payable in advance on the first day of each month, and a security deposit of \$525.00 was collected.

Arising from rent which remained unpaid when due on October 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated October 19, 2013. The notice was served in-person on that same date. A copy of the notice was submitted in evidence. Subsequently, the landlord testified that the tenants gave his wife a cheque either last night or earlier today, which he himself has not seen and in relation to which he is uncertain there are sufficient funds. The tenants continue to reside in the unit.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated October 19, 2013. The tenants did not pay the full amount of rent outstanding within 5 days of receiving the notice, and did not apply to dispute the notice. The tenants 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. Accordingly, I find that the landlord has established entitlement to an **order of possession**. As for compensation, I find that the landlord has established entitlement to **\$3,250.00**:

\$50.00: *unpaid rent September*;
\$3,150.00: *unpaid rent October, November, December (3 x \$1,050.00)*;
\$50.00: *filing fee*

I order that the landlord retain the security deposit of **\$525.00**, and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$2,725.00** (\$3,250.00 - \$525.00).

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenants. This order must be served on the tenants. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$2,725.00**. This order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that 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: December 09, 2013

Residential Tenancy Branch

