



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.

The landlord attended the hearing. The tenant (JP) attended the hearing.

As the tenants (BB) and (TP) did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on July 20, 2013, a Canada post tracking number for each tenant was provided as evidence of service. The landlord stated the Canada post tracking history report indicated that the tenants signed for the documents on July 23, 2013. The tenant (BB) and (TP) did not appear. I find that the tenants (BB) and (TP) have been duly served in accordance with the Act.

Preliminary issue

At the outset of the hearing the landlord withdrew her claim against the tenant (JP). As a result, the tenant (JP) disconnected from the telephone conference.

The landlord gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

Based on the testimony of the landlord I find that the tenants were served with a notice to end tenancy for non-payment of rent on July 2, 2013, by placing in the tenant's mail box. The landlord stated the tenants confirmed receipt of the notice and they had several related conversation thereafter. Filed in evidence is a copy of the notice to end tenancy.

The notice informed the tenants 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 landlord testified the tenants failed to pay the full amount of rent for July 2013 and \$125.00 for July remains outstanding. The landlord state the tenants have not paid the \$1,250.00 rent due for August 2013. The landlord seeks to recover unpaid rent in the total amount of \$1,375.00. Filed in evidence is a copy of the tenancy agreement.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenants have not paid the outstanding rent and did not apply to dispute the Notice 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 find that the landlord is 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 landlord has established a total monetary claim of **\$1,425.00** comprised of unpaid rent for July, August 2013 and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the deposit and interest of \$625.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$800.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenants failed to pay rent and did not file to dispute the notice to end tenancy. The tenants are 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: August 20, 2013

Residential Tenancy Branch

