



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing dealt with an application 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. An agent of the landlord and one tenant participated in the teleconference hearing.

At the outset of the hearing the tenant requested an adjournment, on the basis that her co-tenant had entered the hospital on this date. The tenant acknowledged that they were still living in the rental unit, they had not applied to dispute either the 10 day notice to end tenancy for unpaid rent or the one month notice to end tenancy for cause, and they had not paid rent for November 2013, December 2013 or January 2013. The effective dates of the notices to end tenancy, which were November 7, 2013 and December 31, 2013, had already passed. I found that a further delay in these matters was unfairly prejudicial to the landlord, and I declined to grant an adjournment.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on September 30, 2013. Rent in the amount of \$725 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$360. The tenants failed to pay rent in the month of November 2013 and on November 2, 2013 the landlord served the tenants with a notice to end tenancy for non-payment of rent, as well as with a one month notice to end tenancy for cause. The tenants did not apply to dispute

either notice, and they further failed to pay rent in the months of December 2013 and January 2014. The tenant did not dispute these facts.

Analysis

Based on the evidence I find that the tenants were served with a notice to end tenancy for non-payment of rent. The tenants have not paid the outstanding rent and have not applied for dispute resolution to dispute the notice and they are therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession. Because I am granting the order of possession pursuant to the notice to end tenancy for unpaid rent, it was not necessary for me to consider the notice to end tenancy for cause.

As for the monetary order, I find that the landlord has established a claim for unpaid rent for November 2013, December 2013 and the first half of January 2014, in the amount of \$1812.50. The landlord may be successful in re-renting the unit for the latter half of January 2014, and I therefore dismiss with leave to reapply their claim for lost revenue for the second half of January 2014. The landlord is also entitled to recovery of the \$50 filing fee.

Conclusion

I grant the landlord an order of possession effective two days from service. The tenants must be served with the order of possession. 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.

The landlord is entitled to \$1862.50. I order that the landlord retain the security deposit of \$360 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1502.50. This order may be 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: January 6, 2014

Residential Tenancy Branch