



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent.

The landlord's representative attended the hearing and gave affirmed evidence. The tenants did not attend.

The landlord's representative gave evidence that the landlord served the tenants with the Notice of a Dispute Resolution Hearing and the Landlord's Application for Dispute Resolution by express mail on December 16, 2013.

### 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 landlord's representative gave evidence that the tenancy agreement obligates the tenants to pay \$1,500.00 in rent in advance on the first day of the month. The tenants also paid a security deposit of \$750.00.

She said the landlord served the tenants with a Notice to End Tenancy for Unpaid Rent (the "Notice") by personal service on December 2, 2013. The amount of unpaid rent owing at that date was \$930.00 that was due December 1, 2013.

The landlord's representative said that on approximately December 27 or December 28, 2013 the tenants paid the \$930.00 that was owed. The landlord accepted the payment but did not reinstate the tenancy. On January 14, 2014, the tenants paid \$900.00 in

partial payment of January 2014 rent and have promised to pay the balance of \$600.00 on January 24, 2014. The landlord's intention is to reinstate the tenancy if the tenants pay the balance owing for January 2014 on January 24, 2014.

### Analysis

I find that the tenants were served with the Notice on December 2, 2013. I accept the landlord's undisputed evidence that the tenants did not pay the unpaid rent owing within five days. I grant the landlord an order of possession which may be served on the tenants. Should the tenants fail to comply with the order, it may be filed for enforcement in the Supreme Court.

I accept the landlord's evidence that the tenants currently owe \$600.00 in unpaid rent for January 2014. The landlord has expressed an intention to reinstate the tenancy if the tenants pay this amount by January 24, 2014. However, if the amount remains unpaid and if the landlord does not reinstate the tenancy, then the landlord is entitled to retain \$600.00 of the security deposit in satisfaction of this claim. The balance of the security deposit would then be \$150.00 and the landlord shall deal with the balance of the security deposit in accordance with the Act.

### Conclusion

I grant the landlord an order of possession. The landlord is also entitled to retain \$600.00 from the security deposit if the tenants do not pay the balance owing for January 2014 rent and if the landlord does not reinstate the tenancy.

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 23, 2014

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Residential Tenancy Branch