



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Waldorf Manor
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order to recover the RTB filing fee. During the hearing, I allowed the landlord to amend her application to also apply for a monetary order for unpaid rent.

The landlord participated in the teleconference hearing, however the tenants did not. The landlord gave evidence that she posted the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution on the tenants' door on January 16, 2014. I find that the tenants were properly served with notice of the hearing.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord provided a copy of the tenancy agreement, which indicates that the tenancy started January 1, 2012. The tenants are obligated to pay \$1,050.00 in rent monthly in advance on the first day of the month. The tenants also paid a \$540.00 security deposit and a \$540.00 pet deposit. The landlord gave evidence that there has been a rent increase and the rent is now \$1,080.00.

The landlord gave evidence that she returned the \$540.00 security deposit to the tenants in 2013 because the tenants told her they needed the money in order to secure a new rental unit.

The landlord gave evidence that she served the tenants with a Notice to End Tenancy for Cause (the "Notice") on December 14, 2013 by personal service. The Notice

specified an effective date of January 31, 2014. The landlord gave evidence that the tenants did not vacate the rental unit on January 31, 2014 and have not paid rent for February 2014.

Analysis

I find the tenants were served with the Notice on December 14, 2013. The tenants did not dispute the Notice within 10 days after the date they received the Notice. Pursuant to Section 47, the tenants are therefore presumed to have accepted that the tenancy ended on the effective date of the Notice. Accordingly, I grant the landlord an order of possession which must 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 evidence of the landlord that the tenants did not pay rent for February 2014 and continue to occupy the rental unit. I find the tenants are overholding tenants within the meaning of Section 57 since February 1, 2014. The landlord is therefore entitled to compensation for the period the tenants have occupied the rental unit since February 1, 2014.

I have allowed the landlord to amend her application to include an order for compensation for the tenants' continued occupation of the rental unit. The tenants would clearly be aware that their continued occupancy would entitle the landlord to such compensation.

The landlord gave evidence that she will need to clean and paint the rental unit before she can re-rent it. She anticipates she will not be able to re-rent the rental unit until at least March 1, 2014. I set the landlord's compensation for the month of February 2014 at \$1,080.00.

The landlord is also entitled to recover her RTB filing fee of \$50.00. The total amount due the landlord is therefore \$1,130.00. I order that the landlord retain the pet deposit of \$540.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$590.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession and a monetary order for \$590.00.

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: February 20, 2014

Residential Tenancy Branch

