



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 was scheduled in response to 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. Both parties attended and gave affirmed testimony.

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

Pursuant to a written tenancy agreement, the tenancy began on December 01, 2012. Monthly rent of \$900.00 is due and payable in advance on the first day of each month, and a security deposit of \$450.00 was collected.

Seven (7) separate 10 day notices to end tenancy for unpaid rent were issued, respectively, in August, September, October, November, December 2013, January 2014 and, most recently, February 17, 2014. The most recent notice was served by way of posting on the unit door on February 17, 2014. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenants must vacate the unit is February 27, 2014. Subsequently, the tenants have made no further payment toward rent and they continue to reside in the unit. The landlord's agent testified that the only rent received from the tenants arising from the aforementioned 10 day notices was in the amount of \$900.00 for November 2013. During the hearing the tenant testified that he does not dispute the landlord's claim for unpaid rent.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence and testimony, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated February 17, 2014. The tenants did not pay any portion of the outstanding rent 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 a claim of **\$7,300.00**:

\$900.00: *unpaid rent August 2013*
\$900.00: *unpaid rent September 2013*
\$900.00: *unpaid rent October 2013*
(\$900.00: rent paid for November 2013)
\$900.00: *unpaid rent December 2013*
\$900.00: *unpaid rent January 2014*
\$900.00: *unpaid rent February 2014*
\$900.00: *unpaid rent March 2014*
\$900.00: *unpaid rent April 2014*
\$100.00: *filing fee*

I order that the landlord retain the security deposit of **\$450.00**, and I grant the landlord a **monetary order** for the balance owed of **\$6,850.00** (\$7,300.00 - \$450.00).

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 **\$6,850.00**. 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: April 23, 2014

Residential Tenancy Branch

