



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Aarding CAPREIT
and [tenant name suppressed to protect privacy]

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.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail on February 24, 2014, the tenants did not appear. I find that the tenants have been duly served in accordance with the Act.

Landlord's agent appeared, 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 for unpaid rent?
Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

Based on the testimony of the landlord's agent, I find that the tenants were served with a notice to end tenancy for non-payment of rent on February 5, 2014, by posting to the door. The notice informed the tenants that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenants had five days to dispute the notice.

The landlord's agent stated the tenants did not pay rent within five days and did not dispute the notice to end tenancy.

The landlord's agent stated the tenants paid February 2014, rent on February 26, 2014 and the landlord issued a receipt for Use and Occupancy only. The landlord's agent stated they were no reinstating the tenancy.

The landlord's agent stated the tenants failed to pay March rent on the first of the month and on March 26, 2014, they received rent and issued a receipt for Use and Occupancy only.

The landlord's agent stated the tenants paid April 2014, rent on time and again they were issued a receipt for Use and Occupancy only.

The landlord's agent stated all outstanding rent has been paid and no longer seek a monetary order for unpaid rent. The agent stated they still seek an order of possession and to recover the cost of the filing fee.

Analysis

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

The tenants did not paid the outstanding rent and did not apply to dispute the Notice within 5 days 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.

Although the rent has been paid in full by the tenants, the landlord issued receipts for Use and Occupancy. Therefore, I find that the landlord is entitled to an order of possession effective **two days** after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to recover the cost of the filing fee from the tenants. I authorize the landlord to deduct \$50.00 from the tenants' security deposit in full satisfaction of this claim.

Conclusion

The tenants failed to pay rent and did not file to dispute the notice to end tenancy within five days. 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. The landlord is authorized to deduct \$50.00 for the security deposit to recover the cost of the filing fee.

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 15, 2014

