



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pinnacle International  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute codes      OP MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenants did not appear although they were served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on March 5, 2014 to the forwarding address they provided to the landlord. The landlord's representative testified that the tenants moved out of the rental unit on February 26<sup>th</sup>. The landlord has vacant possession of the rental unit and an order for possession is not required. The landlord's application for an order for possession is therefore dismissed.

### Issues

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

### Background and Evidence

This tenancy began on September 1, 2013. The rent is \$1,050.00 due in advance on the first day of each month. The tenant paid a security deposit of \$525.00 on August 15, 2013. The tenants were late paying rent throughout the tenancy. The tenants paid only \$500.00 on account of January rent, leaving an unpaid balance of \$550.00. The tenants did not pay rent for February when it was due. On February 2, 2014 the landlord served the tenants with a Notice to End Tenancy for non-payment of rent by placing it in the tenant's mail slot. The tenants did not file an application to dispute the Notice to End Tenancy and they moved out on February 26<sup>th</sup>.

### Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

### Conclusion

*Monetary Order and Security Deposit* - I find that the landlord has established a total monetary claim of \$1,600.00 for the outstanding rent for January and February. I do not allow the claim for a \$50.00 late fee because the amount claimed exceeds the amount allowed under the *Residential Tenancy Act* and Regulation. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1,650.00. I order that the landlord retain the deposit and interest of \$525.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,125.00. 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: April 23, 2014

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Residential Tenancy Branch

