



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Aquilini Properties LP
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 personal service on March 17, 2014, the tenants did not appear.

Issue(s) to be Decided

- Is the landlord entitled to an order of possession and, if so, upon what terms?
- Is the landlord entitled to a monetary order and, if so, in what amount?
- Is the landlord entitled to retain the security deposit?

Background and Evidence

This one year fixed term tenancy commenced November 1, 2013, although the tenants were allowed to move in October 15, 2013. The monthly rent of \$900.00 is due on the first day of the month. The tenants paid a security deposit of \$487.50.

The landlord testified that the tenants were served with a 10 Day Notice to End Tenancy for Non-Payment of Rent on March 10, 2014 by personal service. That document includes information advising the tenant that the notice is cancelled if the tenant paid the arrears of rent within five days. It also advises that the tenant has five days to dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. The landlord testified that the tenant did neither within the five day period. The tenants did pay \$400.00 towards the rent on March 31, 2014 and were given a receipt that stated the payment was accepted for use and occupancy only.

The landlord testified that the arrears of rent are as follows: \$500.00 for April, \$900.00 for April and \$900.00 for May for a total of \$2300.00.

Analysis

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

The tenants have not paid the outstanding rent in full and did not apply to dispute the Notice and are therefore conclusively presumed under section 46(5) of the *Residential*

Tenancy Act to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an order of possession effective two days after service on the Tenant.

I find that the landlord has established a total monetary claim of \$2350.00 comprised of arrears of rent in the amount of \$2300.00 and the \$50.00 fee paid by the landlord for this application. I order that the Landlord retain the deposit of \$487.50 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$1812.50.

Conclusion

- a. An order of possession effective two days after service on the Tenant has been granted. If necessary, this order may be filed in the Supreme Court and enforced as an order of that Court.
- b. A monetary order in favour of the landlord in the amount of \$1812.50 has been granted. If necessary, it may be filed in the Provincial Court (Small Claims) 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: May 06, 2014

Residential Tenancy Branch

