



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MN, OPR, OPC, MNR.

Introduction:

This was an application by the landlord for an Order for Possession, a Monetary Order and an Order to retain the security deposit in partial satisfaction of the monetary claim. Only the landlord attended the application.

Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

Background and Evidence:

The landlord testified that she delivered a 10 Day Notice to End the Tenancy for Non-Payment of rent dated April 3, 2014 to the tenants' mail slot on April 3, 2014 and handed the tenants a one – month Notice to End the Tenancy for Cause dated March 13, 2014 on that day. The landlord testified that she handed the tenants a copy of the Application for Dispute Resolution on April 17, 2014. The tenancy began on July 1, 2011 with rent in the amount of \$ 905.00 due in advance on the first day of each month. The tenants paid a security deposit of \$ 425.00 on July 1, 2014. The landlord testified that the tenants failed to pay rent for April, May and June 2014 for a total of arrears amounting to \$ 2,715.00. The landlord is also claiming \$ 300.00 in Strata fines.

Analysis:

Based on the evidence of the landlord I find that the tenants were deemed to have been personally served with a Notice to End Tenancy for non-payment of rent on April 6, 2014 and the one-month Notice to End the Tenancy was served on March 13, 2014 by handing it to them on that date. I find that the application for Dispute Resolution was served on April 17, 2014. The tenants have not paid all the outstanding rent on time and have not applied for arbitration to dispute the Notice to End the Tenancy for Non-Payment of rent and are therefore conclusively presumed 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 for possession effective two days after service on the

tenants. I find that the landlord has established a total claim of \$ 3,015.00 however as the landlord had only specified \$ 905.00 on the actual Application for Dispute Resolution I limit the award inclusive of the filing fee to that amount.

Conclusion:

I have granted the landlord an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I order that the landlord retain the deposit and interest of \$ 425.00 and I grant the landlord an order under section 67 for the balance due of **\$ 480.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court. This Decision and all Orders must be served on the tenants as soon as possible. I grant leave to the landlord to reapply for any other claims such as loss of rent, revenue, Strata fines or damage to the unit.

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: June 09, 2014

Residential Tenancy Branch

