



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, OPB, MNR, MNSD, FF

Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / 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 the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement for this tenancy which began on November 01, 2013. Monthly rent is due and payable in advance on the first day of each month. There was conflicting testimony around the amount of the monthly rent, according to whether or not cable / internet was included. In the absence of any conclusive documentary evidence, I find on a balance of probabilities that the monthly rent was \$850.00, rather than \$900.00. A security deposit of \$450.00 was collected.

By letter dated April 01, 2014, the tenants gave notice to the landlord of their intent to end tenancy effective April 30, 2014. However, the tenants did not subsequently vacate the unit on April 30, 2014, and they presently continue to reside there.

Arising from rent which remained unpaid when due on May 05, 2014, the landlord issued a 10 day notice to end tenancy for unpaid rent. While the notice is dated May 01, 2014, the landlord testified that it was served in-person on May 02, 2014. The date shown on the notice by when the tenants must vacate the unit is May 15, 2014. Subsequently, the tenants have made no further payment toward rent.

Analysis

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 May 02, 2014. The tenants

did not pay the full amount overdue within 5 days of receiving the notice, and did not apply to dispute it. The tenants are therefore presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. In the result, I find that the landlord has established entitlement to an **order of possession**.

As to compensation, I find that the landlord has established a claim of **\$3,025.00**:

\$425.00: *unpaid rent for February*

\$425.00: *unpaid rent for March*

\$425.00: *unpaid rent for April*

\$850.00: *unpaid rent for May*

\$850.00: *unpaid rent for June*

\$50.00: *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 **\$2,575.00** (\$3,025.00 - \$450.00).

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective **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 **\$2,575.00**. 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: June 25, 2014

Residential Tenancy Branch

