



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Princess Enterprises Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55; and
- a monetary order for unpaid rent pursuant to section 67.

The tenants did not attend this hearing, although I waited until 1:46 p.m. in order to enable them to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord gave sworn testimony supported by witnessed written evidence that he handed Tenant MW the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on April 2, 2014. He entered into written evidence copies of the 10 Day Notice and Proof of Service document attesting to his service of the 10 Day Notice to Tenant MW. The landlord testified that on April 14, 2014, he sent both tenants copies of the landlord's dispute resolution hearing package. He provided the Canada Post Customer Receipts containing the Tracking Numbers for these mailings. In accordance with sections 89 and 90 of the Act, I find the tenants were deemed served with the landlord's dispute resolution hearing packages on April 19, 2014, the fifth day after their mailing.

At the hearing, the landlord said that an additional two month's rent have become due since the landlord applied for dispute resolution. I agreed to the landlord's request to add \$1,700.00 to the landlord's requested monetary award of \$1,350.00 identified in the landlord's original application for dispute resolution.

### Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent? Is the landlord entitled to a monetary award for unpaid rent?

### Background and Evidence

This periodic tenancy commenced on February 1, 2014. Monthly rent is set at \$850.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$425.00 security deposit paid on January 26, 2014.

The landlord's 10 Day Notice identified \$750.00 in unpaid rent owing as of March 1, 2014, and a further \$850.00 on April 1, 2014. This amount took into account a \$250.00 payment by the tenants on March 31, 2014. The landlord testified that the tenants have not paid anything to the landlords since they received the 10 Day Notice.

### Analysis

The tenants failed to pay the amount identified as owing on the 10 Day Notice in full within five days of receiving the 10 Day Notice. The tenants have not made application pursuant to section 46(4) of the *Act* within five days of receiving the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the effective date of the notice. In this case, this required the tenants to vacate the premises by April 15, 2014. As that has not occurred, I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant(s). If the tenants do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Based on the landlord's undisputed evidence, I find that the landlord is entitled to obtain a monetary award of \$1,350.00 for unpaid rent owing as of April 2, 2014, \$850.00 in unpaid rent owing from May 2014 and \$850.00 in unpaid rent owing from June 2014.

Although the landlord's application does not seek to retain the tenants' security deposit, using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the tenants' security deposit plus applicable interest in partial satisfaction of the monetary award. No interest is payable over this period.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary Order in the landlord's favour under the following terms, which allows the landlord a monetary award for unpaid rent and to retain the security deposit:

<b>Item</b>	<b>Amount</b>
Unpaid Rent Owing as of April 2, 2014	\$1,350.00
Unpaid May 2014 Rent	850.00
Unpaid June 2014 Rent	850.00
Less Security Deposit	-425.00
Recovery of Filing Fee for this Application	50.00
<b>Total Monetary Order</b>	<b>\$2,675.00</b>

The landlord is provided with these Orders in the above terms and the tenant(s) must be served with this Order as soon as possible. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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 04, 2014

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Residential Tenancy Branch

