



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, and a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

The landlord attended the teleconference hearing and gave evidence; however the tenant did not attend. The landlord gave evidence he served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by personal service on June 4, 2014. I find the tenant was properly served.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and/or for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement?

Background and Evidence

The landlord gave evidence that the tenancy started August 1, 2013 and the tenants are obligated to pay rent of \$850.00 monthly in advance on the first day of the month. The tenants also paid a security deposit of \$425.00.

The landlord gave evidence that he served the tenants with a notice to end tenancy for unpaid rent (the "Notice") on May 3, 2014 by posting the Notice on the tenants' door. The Notice states the tenants failed to pay rent of \$850.00 that was due on May 1, 2014, and specifies an effective date, or move-out date, of May 13, 2014.

The landlord gave evidence that he has received only the following payments since serving the Notice:

- \$425.00 rental payment on May 28, 2014
- \$300.00 rental payment on June 3, 2014
- \$425.00 rental payment on June 25, 2014

At the date of the hearing, the tenants were \$1,400.00 behind in their rent payments.

Analysis

I accept the landlord's evidence that the tenants have made only the payments noted above since receiving the Notice. According to Section 46(5), if a tenant does not pay the full rent owing or make application for dispute resolution within five days of receiving the Notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date. For these reasons, I find that the landlord is entitled to an order of possession. I grant the landlord an order of possession which must be served on the tenants. Should the tenants fail to comply with the order, it may be filed for enforcement in the Supreme Court.

I accept the landlord's evidence that the tenants continue to occupy the rental unit. For that reason, I find it is appropriate to allow the landlord to amend his Application for Dispute Resolution to include the total amount of rent owing at the date of the hearing, which is \$1,400.00. The landlord is also entitled to recover his RTB filing fee of \$50.00.

The total amount due the landlord is \$1,450.00. I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under Section 67 for the balance due of \$1,025.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for \$1,025.00. The landlord is also entitled to retain the security deposit.

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: July 22, 2014

Residential Tenancy Branch

