



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### Introduction

This is a request for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, a request for a Monetary Order, and a request for recovery of the \$50.00 filing fee. The applicants are also requesting an Order allowing them to keep the full security deposit towards the claim.

The applicant(s) agent testified that the respondent was served with notice of the hearing by registered mail that was mailed on July 14, 2014; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

I therefore proceeded with the Dispute Resolution Hearing in the respondent's absence.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Are the applicants entitled to an Order of Possession?

Are the applicants entitled to a Monetary Order and if so in what amount?

### Background and Evidence

The agent for the applicants testified that:

- The tenant failed to pay \$790.00 of the May 2014 rent, and failed to pay any rent for the month of June 2014, and therefore on June 15, 2014 the tenant was personally served with a 10 day Notice to End Tenancy for nonpayment of rent.
- To date the tenant has failed to comply with that Notice to End Tenancy and has failed to pay any further rent.
- They are therefore requesting an Order of Possession for as soon as possible, and a Monetary Order as follows:

May 2014 rent outstanding	\$790.00
June 2014 rent outstanding	\$960.00
July 2014 rent outstanding	\$960.00
August 2014 rent outstanding	\$960.00
September 2014 rent outstanding	\$960.00
Filing fee	\$50.00
Total	\$4680.00

They also believe they will have some repair costs of the rental property however to date they do not have an exact amount for those repairs.

### Analysis

It is my finding that the landlords have shown that, as of today's date, there is a total of \$4630.00 in rent outstanding, and I therefore allow the landlords request for an Order for that outstanding rent.

It is also my finding that the responders/tenant has been properly served with a 10 day Notice to End Tenancy and has failed to comply with that notice, and I therefore also allow the request for an Order of Possession.

I also allow the landlords request for recovery of the \$50.00 filing fee.

It is my finding however the landlords claim for repair costs to the rental property is premature, because at this time they do not know how much those costs will be.

Conclusion

I have issued an Order of Possession that is enforceable two days after service on the tenant.

I have allowed the applicants full monetary claim of \$4680.00, and therefore I Order that the landlords may retain the full security deposit of \$375.00, plus interest of \$36.02, and I have issued a Monetary Order in the amount of \$4268.98 for the difference.

The applicant's monetary claim for damages at the rental property is dismissed with leave to reapply at a later date.

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: September 02, 2014

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Residential Tenancy Branch

