



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MDSD & FF

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the two 10 day Notices to End Tenancy and the one month Notice to End Tenancy were sufficiently served on the on the Tenants by posting on June 18, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on each of the Tenants by mailing, by registered mail to where the tenants reside on July 8, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on April 15, 2014 and end on April 30, 2014. The rent was \$1050

per month payable in advance on the first day of each month. The tenants paid a security deposit of \$512.50. The tenancy agreement provided that the tenants were to pay a pet damage deposit of \$512.50 by May 15, 2014. The tenants paid \$212.50 of the pet damage deposit at the end of June. The tenants still owe \$300 of the security deposit.

The tenants made payments of \$793.75 on June 20, 2014 and \$493.75 on June 26, 2014. The landlord applied those payments to the rent for June and \$212.50 to the pet damage deposit.

The tenants failed to pay the rent for July and August and the sum of \$2100 remains outstanding. The tenant(s) continue to reside in the rental unit. .

Analysis

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the 10 day Notices to End Tenancy and the time to do so has expired. The tenants have not applied to cancel the one month Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides 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. **Accordingly, I granted the landlord an Order for Possession on 2 days notice.**

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee

I determined the tenant has failed to pay the rent for the month(s) of July and August and the sum of \$2100 remains outstanding. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. **I granted the landlord a monetary order in the sum of \$2100 plus the sum of \$50 in respect of the filing fee for a total of \$2150.**

Security Deposit

I determined the security deposit and pet damage deposit totals the sum of \$725. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1425.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: August 21, 2014

Residential Tenancy Branch

