



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, for a monetary order for unpaid rent, to retain the security deposit in partial satisfaction of the claim and to recover the filing fee from the tenants.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on July 29, 2014, which was witnessed, the tenants did not appear. I find that the tenants have been duly served in accordance with the Act.

The landlord appeared, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary matter

At the outset of the hearing it was identified that the tenant JGR, middle initial was written incorrectly on the application. I have reviewed the tenancy agreement and I find a correction is appropriate in this case. Therefore, the style of cause was amended by remove the tenant JSR and replacing with the tenant JGR.

At the outset of the hearing the landlord explained that she has listed the female tenant HR twice on the application as the landlord was told by the tenant HR that her last name was changed when she married the co-tenant JGR. The landlord stated she has not seen a formal name change. As a result, I have corrected the style of cause to read HR also known as HR, to identify that this respondent is the same party.

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

Based on the testimony of the landlord, I find that the tenants were served with a notice to end tenancy for non-payment of rent on July 21, 2014, by personal service. The notice informed the tenants that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord stated the tenants did not pay the outstanding rent of \$700.00 for July 2014, and did not pay any rent for August 2014. The landlord seeks a monetary order in the amount of \$1,700.00 and an order of possession.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of **\$1,750.00** comprised of unpaid rent for July, August 2014 and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the deposit and interest of \$500.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$1,250.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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 15, 2014

Residential Tenancy Branch

