



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlords' application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlords applied for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent, for authority to retain the tenant's security deposit and to recover the filing fee.

The landlords attended; the tenant did not attend the telephone conference call hearing.

The landlords gave evidence that they served the tenant with the Application for Dispute Resolution and Notice of Hearing by leaving the documents with the tenant on August 13, 2014. The landlords supplied a document containing the tenant's signature for receipt of the documents.

Based upon the submissions of the landlords, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlords were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Are the landlords entitled to an order of possession for the rental unit due to unpaid rent, monetary compensation, and to recover the filing fee?

Background and Evidence

The landlord gave evidence that this tenancy began on October 1, 2013, monthly rent listed on the written tenancy agreement is \$450, and a security deposit of \$225 was paid by the tenant at the beginning of the tenancy.

The landlords submitted that the parties had a verbal agreement that monthly rent was to be \$300 through April, at which time the monthly rent would be \$350.

The landlords gave evidence that on June 4, 2014, the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by attaching it to the tenant's door, listing unpaid rent of \$223.58 as of June 1, 2014. The effective vacancy date listed on the Notice was June 17, 2014.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution.

The landlords submitted that the tenant has not made any rent payments the issuance of the Notice and as of the date of the hearing, the tenant owed \$923.58 in unpaid rent as claimed in their application.

I have no evidence before me that the tenant applied to dispute the Notice.

Analysis

Based on the oral and written evidence, I find the landlords submitted sufficient evidence to prove that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay the outstanding rent or file an application for dispute resolution in dispute of the Notice within five days of service 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 therefore find that the landlords are entitled to an order of possession for the rental unit effective two days after service of the order upon the tenant.

I also find that the landlords are entitled to a monetary award of \$923.58 comprised of outstanding rent through August, 2014. The landlords did not pay a filing fee for this application.

Conclusion

The landlords' application has been granted.

I grant the landlords a final, legally binding order of possession for the rental unit, which is enclosed with the landlord's Decision. Should the tenant fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

The landlords have been granted a monetary award in the amount of \$923.58

At the landlords' request, I allow the landlord to retain the tenant's security deposit of \$225 in partial satisfaction of their monetary award.

I grant the landlords a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$698.58, which is enclosed with the landlords' Decision.

Should the tenant fail to pay the landlords this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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* and is being mailed to both the applicants and the respondent.

Dated: August 26, 2014

Residential Tenancy Branch

