



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNSD, MNDC, 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 money owed or compensation for damage or loss, for authority to retain the tenants' security deposit, and to recover the filing fee.

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

The landlords stated that they served each tenant with the Application for Dispute Resolution and Notice of Hearing by the documents with the tenants on June 11, 2014.

Based upon the submissions of the landlord, I find the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' 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

Is the landlord 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 November 23, 2011, monthly rent is \$1650, and a security deposit of \$825 and a pet damage deposit of \$400 were paid by the tenants at the beginning of the tenancy.

The landlord gave evidence that on May 24, 2014, the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by attaching it to the tenants' door, listing unpaid rent of \$3300 as of May 23, 2014. The effective vacancy date listed on the Notice was June 5, 2014.

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

The landlord stated that the tenants paid the rent for May on June 18, the rent for June on June 30, and the rent for July on July 8; consequently the tenants did not owe rent as of the day of the hearing.

There was evidence that the tenants did file an application for dispute resolution, but their application had been withdrawn or cancelled by the tenants prior to the hearing.

The landlords stated that they have communicated with the tenants and had made an informal agreement to continue the tenancy until the end of August or perhaps September; however, the landlords requested an order of possession for the rental unit in the event enforcement became necessary.

Analysis

Based on the landlords' undisputed oral and written evidence, I find the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay the outstanding rent within five days of service and are 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 note that the tenants perhaps made or file an application for dispute resolution in dispute of the Notice; however, that application was not before me.

As the tenants did not pay the rent listed within 5 days, 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 tenants.

I also find that the landlord is entitled to a monetary award of \$50 comprised of the \$50 filing fee paid by the landlord for this application.

Conclusion

The landlords' application has been granted.

I grant the landlord a final, legally binding order of possession for the rental unit, which is enclosed with the landlord's Decision. Should the tenants 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 tenants are advised that costs of such enforcement are recoverable from the tenants.

The landlord has been granted a monetary award in the amount of \$50.

At the landlord's request, I allow the landlord to retain \$50 from the tenants' security deposit in satisfaction of their monetary award.

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 respondents.

Dated: July 28, 2014

Residential Tenancy Branch

