



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession and a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenants for the cost of the application.

The landlord attended the hearing and gave affirmed testimony, however despite being individually served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on September 17, 2014, no one for the tenants attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord. The landlord testified that the tenants were served on that date and in that manner, and has provided copies of the receipts issued by Canada Post, and I am satisfied that the tenants have been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony has been reviewed and is considered in this Decision

Issue(s) to be Decided

- Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for unpaid rent?
- Has the landlord established a monetary claim as against the tenants for unpaid rent?
- Has the landlord established a monetary claim as against the tenants for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for loss of rental revenue?

- Should the landlord be permitted to keep the security deposit in partial satisfaction of the claim?

Background and Evidence

The landlord testified that this month-to-month tenancy began on June 28, 2013 and the tenants still reside in the rental unit. Rent in the amount of \$1,100.00 per month is paid by a government Ministry and is received by the landlord about the 24th of each month. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$550.00 which is still held in trust by the landlord. A written tenancy agreement has been provided.

The landlord further testified that the tenants failed to pay rent in full for the month of September, 2014 and the landlord served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting it to the door of the rental unit on September 2, 2014. A copy of the notice has been provided and it is dated September 2, 2014 and contains an expected date of vacancy of September 12, 2014 for unpaid rent in the amount of \$550.00 that was due on September 1, 2014. Both pages of the 2-page notice have been provided. The landlord has not been served with an application by the tenants disputing the notice.

The landlord further testified that the tenants are mother and daughter, and rent for September had been received by one of the tenants, but none from the other tenant. No rent from either tenant has been received for October or November, and the landlord is currently owed \$2,750.00.

The landlord requests an Order of Possession and a monetary order, and an order permitting the landlord to keep the security deposit in partial satisfaction of the claim.

Analysis

The *Residential Tenancy Act* states that where a landlord serves a tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, the tenant must pay the rent in full or dispute the notice by filing an application for dispute resolution within 5 days of service, or deemed service. If the tenant does neither, the tenant is conclusively presumed to have accepted the end of the tenancy and must move out. In this case, I have reviewed the notice to end tenancy and I find that it is in the approved form, contains information required by the *Act*, and I accept the landlord's testimony that the tenants were served on September 2, 2014 by posting it to the door of the rental unit. The landlord also testified that the tenants have not served the landlord with an application for dispute

resolution, have not paid the rent, and have fallen further into arrears of rent. Therefore, I find that the landlord is entitled to an Order of Possession.

With respect to the monetary claim, I accept the landlord's testimony and I find that the tenants owe rent in the amount of \$2,750.00.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

I order the landlord to keep the \$550.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order for the difference in the amount of \$2,250.00.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenants.

I further order the landlord to keep the \$550.00 security deposit in partial satisfaction of the claim, and I hereby grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$2,250.00.

These orders are final and binding and may be enforced.

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: November 04, 2014

Residential Tenancy Branch

