



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OPC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, and an order allowing retention of the security deposit. The hearing was conducted by conference call. The landlord and the landlord's representative called in and participated in the hearing. The tenants did not appear although they were served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on November 5, 2014.

Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to an order allowing retention of the security deposit?

Background and Evidence

This tenancy began on July 1, 2014. The rent is \$700.00 due in advance on the first day of each month. The tenants paid a security deposit of \$350.00 at the start of the tenancy. On September 22, 2014 the landlord served the tenants with a one month Notice to End Tenancy for cause by handing a copy of the Notice to End Tenancy to the tenant, R. F. The tenants did not file an application to dispute the Notice to End Tenancy. The Notice to End Tenancy required the tenants to move out of the rental unit by October 31, 2014. The tenants continue to occupy the rental unit. The landlord has submitted evidence that the tenants have cause damage to the rental unit and requested to retain the tenants' security deposit.

Analysis

Section 47 of the Act provides that upon receipt of a Notice to End Tenancy for cause the tenants may, within ten days, dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenants

do not apply to dispute the Notice to End Tenancy, the tenants are conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

Order of Possession - Based on the above background, evidence and analysis 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.

Monetary Order and Security Deposit – Because the tenancy has not yet ended I find that the landlord's claim to retain the security deposit is premature the landlord has leave to apply for a monetary order and an order to retain the security deposit once the tenancy has ended. The landlord is entitled to recover the \$50.00 filing fee for this application and I order that the landlord retain the sum of \$50.00 from the deposit that she holds, leaving a deposit balance of \$300.00.

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: December 09, 2014

Residential Tenancy Branch

