



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the teleconference hearing, but the tenants did not call into the hearing.

This matter was set for hearing by telephone conference call at 11:00 a.m. on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the landlord. Therefore, as the tenants did not attend the hearing by 11:10 a.m., and the landlord appeared and was ready to proceed, I dismiss the tenant's claim without leave to reapply.

The landlord submitted evidence that she served the tenants with the landlord's application for dispute resolution and notice of hearing by registered mail sent on December 31, 2104. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenants were deemed served with notice of the hearing on January 5, 2015, and I proceeded with the hearing on the landlord's application in the absence of the tenants.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began approximately two years ago. Rent in the amount of \$650 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$325. The tenants failed to pay rent in the months of November and December 2014 and on December 18, 2014 the landlord served the tenants with a notice to end tenancy for non-payment of rent. The tenants further failed to pay rent in the month of January 2015.

The landlord has claimed \$1950 in unpaid rent and lost revenue, as well as \$400 for estimated repairs. The landlord stated that the tenants cut a pet door into the rental unit door without the landlord's permission, and they removed and damaged the window screens.

The Landlord's evidence included the following:

- a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on December 18, 2014, for failure to pay rent in the amount of \$1300 that was due on December 1, 2014;
- copies of two rent cheques, dated November 1, 2014 and December 1, 2014 that were returned for insufficient funds;
- photographs of the pet door and a window screen that was removed;
- a quote for parts and labour to replace the door, ranging from \$522 plus tax to \$554 plus tax; and
- a copy of the Landlord's Application for Dispute Resolution, filed December 19, 2014.

Analysis

I have reviewed all evidence and I accept that the tenants were served with the notice to end tenancy as declared by the landlord. I accept the evidence before me that the tenants failed to pay the rent owed within the five days granted under section 46(4) of the Act. I find that the tenants are conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended 10 days after service of the notice. The landlord is therefore entitled to an order of possession.

As for the monetary order, based on the above-noted evidence I find that the landlord has established a claim for \$1950 in unpaid rent and \$400 for estimated repairs.

Conclusion

The tenants' application is dismissed.

I grant the landlord an order of possession effective two days from service. The tenants must be served with the order of possession. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is entitled to \$2350. I order that the landlord retain the security deposit of \$325 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2025. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: January 19, 2015

Residential Tenancy Branch

