



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OP MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord 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 January 23, 2015.

Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

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

Background and Evidence

This tenancy began on March 1, 2012. The rent is \$1,500.00 due in advance on the first day of each month. The tenants paid a security deposit of \$750.00 at the start of the tenancy. The tenants did not pay the full rent for May, 2014 when it was due. The tenants paid 800.00, leaving \$700.00 unpaid. The tenants have paid no rent since May, 2014. On October 15, 2014 the landlord served the tenants with a Notice to End Tenancy for non-payment of rent by posting a copy to the door of the rental unit. The Notice to End Tenancy required the tenants to pay rent in the amount of \$8,200.00 within five days of receipt of the Notice to End Tenancy or move out of the rental unit by October 25, 2014. The tenants did not pay the outstanding rent and they did not file an application to dispute the Notice to End Tenancy.

The landlord testified at the hearing that the tenants continue to occupy the rental unit and have not paid any rent since May, 2014. The sum of \$14,200.00 is currently due, including unpaid rent for February.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenants must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenants do neither of these two things, 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 tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$14,200.00 for the outstanding rent from May, 2014 to and including February, 2015. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$14,250.00. I order that the landlord retain the deposit and interest of \$750.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$13,500.00. 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: February 11, 2015

Residential Tenancy Branch

