



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent and money owed or compensation for damage or loss, for authority to retain the tenants' security deposit, and for recovery of the filing fee paid for this application.

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

The landlord provided two registered mail receipts showing that they served each tenant with the Application for Dispute Resolution and Notice of Hearing by that method, on March 18, 2015.

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 landlord was provided the opportunity to present her 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 submitted a written tenancy agreement showing that this tenancy began on November 1, 2013, monthly rent is \$820.00, and a security deposit of \$410.00 and a

pet damage deposit of \$410.00 were paid by the tenants at the beginning of the tenancy.

The landlord gave oral and documentary evidence that on March 2, 2015, the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by leaving it with tenant "NP", listing unpaid rent of \$820.00 as of March 1, 2015. The effective vacancy date listed on the Notice was March 12, 2015.

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 submitted that since the Notice was issued, the tenants made a payment of \$400.00 on March 5, 2015, and \$100.00 on March 8, 2015, and as of the date of the hearing, the tenants owed \$320.00 in unpaid rent for March. The landlord also claimed the amount of rent for April 2015, through their application and at the hearing, as the tenants have not paid any rent for April.

I have no evidence before me that the tenants applied to dispute the Notice.

### Analysis

I find the landlord submitted sufficient evidence to prove that the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, did not pay the full outstanding rent or file an application for dispute resolution in dispute of the Notice within 5 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 therefore find that the landlord is entitled to an order of possession for the rental unit effective 2 days after service of the order upon the tenants.

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.

I also find that the landlord is entitled to a monetary award of \$1190.00, comprised of outstanding rent of \$320.00 through March, 2015, loss of rent revenue for April 2015 for \$820.00, as the tenants are now over holding in the rental unit after the effective end of tenancy listed on the Notice, and the \$50.00 filing fee paid by the landlord for this application. I have granted the landlord the full amount of the April rent as I find it unlikely that the landlord would be able to secure a new tenant prior to the end of the month, given that this hearing was held on April 23, 2015.

At the landlord's request, I allow the landlord to retain the tenants' security deposit of \$410.00 and the tenants' pet damage deposit of \$410.00 in partial satisfaction of their monetary award of \$1190.00.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$380.00, which is enclosed with the landlord's Decision.

Should the tenants fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

### Conclusion

The landlord's application for an order of possession for the rental unit and a monetary order for unpaid rent has been granted.

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: April 23, 2015

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Residential Tenancy Branch

