



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords filed under the Residential Tenancy Act, (the "Act"), for an order of possession, for a monetary order for unpaid rent, and for an order to retain the security deposit in partial satisfaction of the claim.

The landlords attended the hearing. As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlords testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on March 5, 2015, Canada post tracking numbers were provided as evidence of service, the tenants did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenants have been duly served in accordance with the Act. The tenants should note that refusal or neglect to pick up the registered mail packages is not grounds for review.

The landlords gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

Are the landlords entitled to an order of possession?  
Are the landlords entitled to a monetary order?  
Are the landlords entitled to retain the security deposit?

### Background and Evidence

The tenancy began on July 1, 2014. Rent in the amount of \$800.00 was payable on the first of each month. A security deposit of \$400.00 was to be paid by the tenants; however, the tenants only paid the amount of \$300.00, and the amount of \$100.00 remains unpaid.

The landlords gave evidence that on January 2, 2015, the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by attaching it to the tenants' door, listing unpaid rent of \$800.00 as of January 1, 2015. The effective vacancy date listed on the Notice was January 15, 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 landlords stated that the tenants did not pay rent within 5 days, did not dispute the Notice and have not paid any rent for January 2015, February 2015, and March 2015.

### Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenants have not paid the outstanding rent, did not apply to dispute the notice, and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on January 15, 2015, the effective date of the Notice.

I find that the landlords are is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenants.

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 cautioned that costs of such enforcement are recoverable from the tenants.

I also find that the landlords are entitled to a monetary award of **\$3,250.00**, comprised of outstanding rent of \$800.00 for January 2015, occupancy rent of \$1,600.00 for February 2015, and March 2015, as the tenants are now overholding the rental unit as occupants as the tenancy legally ended on January 15, 2015, and the \$50 filing fee paid by the landlords for this application.

I order that the landlords retain the security deposit of **\$300.00** in partial satisfaction of the claim and I grant the landlords an order pursuant to section 67 of the Act, for the balance due of **\$2,950.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

### Conclusion

The tenants failed to pay rent and did not file to dispute the notice to end tenancy. The tenants are presumed under the law to have accepted that the tenancy ended on January 15, 2015.

The landlords are granted an order of possession, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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 08, 2015

