



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPB, MNSD, MNR, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order, and an order permitting retention of the security deposit in partial satisfaction of the claim. Although served with the Application for Dispute Resolution and Notice of Hearing by personal service on May 8, 2015, the tenants did not appear.

Issue(s) to be Decided

- Is the landlord entitled to an order of possession and, if so, on what terms?
- Is the landlord entitled to a monetary order and, if so, in what amount?
- What order should be made about the security deposit?

Background and Evidence

This tenancy commenced December 21, 2014 as a four month fixed term tenancy and continued thereafter as a month-to-month tenancy. The monthly rent of \$950.00 was due on the first day of the month and included utilities. The tenants paid a security deposit of \$300.00.

The written tenancy agreement provided for an additional payment of \$100.00 per month for each extra occupant of the rental unit.

On April 2, 2015 the landlord issued and served the tenants with a 10 Day Notice to End Tenancy for Non-Payment of Rent. The tenants neither paid the arrears of rent nor filed an application disputing the notice.

The tenants have not paid April, May or June rent and the balance of unpaid rent is \$2850.00. In addition, the landlord testified that there was an extra occupant in the rental unit from the start of the tenancy and she claims \$500.00 (five months X \$100.00/month) for the extra occupant.

Analysis

Based on the testimony of the landlord I find that the tenants were served with a 10 Day Notice to End Tenancy for Non-Payment of Rent. The tenants have not paid the outstanding rent and did not file an application to dispute the Notice and are therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an order of possession effective two days after service on the tenants.

The application for dispute resolution served on the tenants requested a monetary order in the amount of \$2400.00. As explained to the landlord in the hearing, an arbitrator cannot award a sum greater than the amount claimed on the application. Although the landlord has established a monetary claim in excess of \$2400.00 I award the landlord a monetary claim of \$2450.00 comprised of arrears of rent for April and May in the amount of \$1900.00; additional rent for the extra occupant in the amount of \$500.00; and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$300.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance of \$2150.00. As explained in the hearing the landlord may issue and serve another application for dispute resolution for the June rent and any claims she may have for cleaning and repairs.

Conclusion

- a. An order of possession has been granted to the landlord. If necessary, this order may be filed in the Supreme Court and enforced as an order of that court.
- b. A monetary order has been granted to the landlord. If necessary, 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: June 17, 2015

Residential Tenancy Branch

