



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 landlord for an order of possession, for a monetary order for unpaid rent or utilities, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee from the tenants.

Both parties appeared gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Procedural matter

The style of cause had been amended to include the spelling of name of the tenant (JM) that is listed in the tenancy agreement.

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

Based on the testimony of the landlords, I find that the tenants were served with a notice to end tenancy for non-payment of rent on May 27, 2015, by posting to the door. The notice informed the tenants that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenants had five days to dispute the notice.

The landlord testified that rent was always paid by the ministry on behalf of the tenants. The landlord stated that commencing April 2015, the ministry stopped sending the rent cheques directly to them. The landlord stated that they received April 2015, rent in cash, but have not received any further rent from the tenants. The landlord seeks an order of possession and unpaid rent for May 2015, June 2015, and July 2015, in the amount of \$3,000.00.

The tenant (AA) testified that they paid May 2015, rent in cash between May 15 and 20th. The tenant stated they have not paid any subsequent rent.

The tenant (AA) testified that they received the notice to end tenancy on May 27, 2015 and did not file an application for dispute resolution to prove rent was paid.

The landlord argued the tenants did not pay rent for May 2015, in cash.

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

In this case, I accept the evidence of the landlord over the tenants that rent for May 2015, was not paid for the following reasons.

The tenant (AA) testified that rent was paid prior to the notice to end tenancy being issued. I find it would not be reasonable for the landlord to issue the notice to end tenancy if rent was in fact paid.

Further, the tenants did not dispute the notice, which would have been reasonable had rent been paid at the time the notice was issued. The tenant (AA) provided no evidence, such as bank statements to prove they had the money to pay their rent and the actions of the tenants not paying rent for June 2015 and July 2015, leads me to believe on the balance of probability that rent for May 2015, was not paid.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, 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.

I find that the landlord has established a total monetary claim of **\$3,050.00** comprised of unpaid rent for May 2015, June 2015, July 2015 and the \$50.00 fee paid by the landlords for this application.

I order that the landlord retain the security deposit of \$500.00 in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **\$2,550.00**. 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 the effective date of the notice to end tenancy.

The landlord is 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: July 23, 2015

Residential Tenancy Branch

