



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 2:49 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 2:30 p.m. The male landlord (the landlord) attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord testified that he posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenant's door on July 13, 2015. He entered into written evidence a copy of a photo of the 10 Day Notice posted on the tenant's door. In accordance with sections 88 and 90 of the *Act*, I find the tenant was deemed served with this Notice on July 16, 2015, the third day after its posting. The landlord testified that he handed the tenant a copy of his dispute resolution hearing package on July 24, 2015. Based on the landlord's undisputed sworn testimony and in accordance with section 89 of the *Act*, I find that the tenant was served with the dispute resolution hearing package on July 24, 2015, as stated by the landlord.

### Issues(s) to be Decided

Are the landlords entitled to an Order of Possession for unpaid rent? Are the landlords entitled to a monetary award for unpaid rent? Are the landlords entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

The landlord gave undisputed sworn testimony that this periodic tenancy began on March 1, 2015. The landlord said that monthly rent is set at \$600.00, payable in advance on the first of each month. The landlords continue to hold the tenant's \$300.00 security deposit paid on or about March 1, 2015.

The landlords' 10 Day Notice entered into written evidence by the landlords identified \$2,400.00 as owing as of July 1, 2015. The landlord testified that the tenant has not paid anything to the landlords since receiving the 10 Day Notice.

The landlords' application for a monetary award of \$3,600.00 included requests for unpaid rent owing from April through July 2015, plus the anticipated loss of rent for August and September 2015. At the hearing, the landlord withdrew his request for a monetary award of \$600.00 for September 2015, as that amount is not yet owing.

### Analysis

The tenant failed to pay the amount identified as owing in the 10 Day Notice in full within five days of receiving the 10 Day Notice to End Tenancy. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of receiving the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenant's failure to take either of these actions within five days led to the end of his tenancy on the corrected effective date of the notice. In this case, this required the tenant to vacate the premises by July 26, 2015, the corrected effective date of that Notice. As that has not occurred, I find that the landlords are entitled to a 2 day Order of Possession. The landlords will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

I also find that the landlords have established a monetary claim for an award of \$600.00 for each of the five months from April to August 2015, totalling \$3,000.00. I dismiss the landlords' application for loss of rent for September 2015, as rent has not yet become owing for that month.

I allow the landlords to retain the tenant's security deposit in partial satisfaction of the monetary award issued in this decision. No interest is payable over this period.

As the landlords have been successful in their application, I allow them to recover their \$50.00 filing fee from the tenant.

### Conclusion

I grant an Order of Possession to the landlords effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary Order in the landlords' favour under the following terms, which allows the landlords to recover unpaid rent and their filing fee, and to retain the tenant's security deposit:

<b>Item</b>	<b>Amount</b>
Unpaid April 2015 Rent	\$600.00
Unpaid May 2015 Rent	600.00
Unpaid June 2015 Rent	600.00
Unpaid July 2015 Rent	600.00
Unpaid August 2015 Rent	600.00
Less Security Deposit	-300.00
Recovery of Filing Fee for this Application	50.00
<b>Total Monetary Order</b>	<b>\$2,750.00</b>

The landlords are provided with these Orders in the above terms and the tenant must be served with this Order. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: August 14, 2015

---

Residential Tenancy Branch

