



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNSD

Introduction

This hearing was convened in response to applications by the landlords and the tenant.

The landlords' application is seeking orders as follows:

1. For an order of possession;
2. For a monetary order for unpaid rent;
3. To keep all or part of the security deposit; and
4. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. To cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, (the "Notice") issued on July 15, 2015

The landlords appeared.

Preliminary matters

Landlords' application

As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the 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 sent on July 30, 2015 a Canada post tracking number was provided as evidence of service.

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 tenant has been duly served in accordance with the Act.

Tenant's application

This matter was set for hearing by telephone conference call at 9:30 A.M on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the landlords. Therefore, as the tenant did not attend the hearing by 9:40 A.M, and the landlords appeared and was ready to proceed, I dismiss the tenant's application without leave to reapply.

Issues to be Decided

Are the landlords entitled to an order of possession for unpaid rent?
Are the landlords entitled to a monetary order?
Are the landlords 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 tenant was served with a notice to end tenancy for non-payment of rent on July 17, 2015, by posting to the door. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlords testified that the tenant did not pay the outstanding rent within five days and has not paid any rent for July 2015, August 2015, September 2015 and October 2015. The landlords seek a monetary order in the amount of \$4,800.00 and an order of possession.

Analysis

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

The tenant did not pay the outstanding rent within five days. Although the tenant filed an application to cancel the notice; their application was dismissed. Further, I find the tenant's application had no merit as they did not have the authority under the Act, to withhold rent and the tenant has not paid rent for July 2015, August 2015, September 2015 and October 2015. I find the tenant breached the Act, when they failed to pay rent.

I find that the landlords are entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlords have established a total monetary claim of \$4,840.00 comprised of unpaid rent as stated above and the \$50.00 fee paid by the landlords for this application.

I order that the landlords retain the Tenant's security deposit and pet damage deposits of \$900.00 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 \$3,950.00. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant's application is dismissed. The tenant failed to pay rent.

The landlords are granted an order of possession, and may keep the security deposit and pet damage deposit 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: October 05, 2015

Residential Tenancy Branch

