



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MDSD & FF

### Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$3543 for unpaid rent
- c. An Order to retain the security deposit.
- d. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was personally served on the Tenant on October 30, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was served by mailing, by registered mail to where the Tenants reside on December 30, 2015. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on October 1, 2012. The rent was \$1480 per month payable in advance on the first day of each month. It has been increased to \$1517 per month payable in advance on the first day of each month effective November 1, 2015. The tenants paid a security deposit of \$740 on August 24, 2012.

The tenant(s) failed to pay the rent for the months of January 2016 (\$100 is owed) and February 2016 (\$1517 is owed) and the sum of \$1617 remains owing. The tenant(s) have remained in the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The landlord served a one month Notice to End Tenancy on the Tenants on October 30, 2015. One of the grounds in that notice is that the tenants are repeatedly late paying the rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. The tenants have been late paying the rent each month in 2015. There is outstanding rent of \$1617. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of January 2016 (\$100 is owed) and February 2016 (\$1517 is owed) and the sum of \$1617 remains owing. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. I granted the landlord a monetary order in the sum of \$1617 plus the sum of \$50 in respect of the filing fee for a total of \$1667.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$740. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$927.

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Conclusion:

I granted the landlord was entitled to an Order for Possession on 2 days notice. I further ordered that the Landlord shall retain the security deposit of \$740. I further ordered that the Tenants pay to the Landlord the sum of \$927.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: February 12, 2016

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Residential Tenancy Branch

