



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

Codes: MNR, OPR

## Introduction:

This was an application by the landlord for an Order for Possession, a Monetary Order and an Order pursuant to a 10 day Notice to End a Tenancy for Non-Payment of Rent dated May 2, 2016 with an effective date of May 12, 2016. Only the landlord was represented at the conference call application.

## Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

## Service of Documents:

The landlord's agents testified that the Notice to End the tenancy was posted on the tenants' door on May 2, 2016 and the dispute resolution packages were sent by registered mail on May 26, 2016 to the tenants. The packages were returned to the landlord unclaimed on June 4, 2016. Based on the evidence of the landlord I find that the tenants were deemed to have been personally served with a Notice to End Tenancy for non-payment of rent on May 5, 2016 by posting it to the door. I find that the application for Dispute Resolution was deemed to be served on May 31, 2016 by registered mail.

## Background and Evidence:

The landlord's agents testified that the tenancy began on November 1, 2015 with rent in the amount of \$ 1,100.00 due in advance on the first day of each month. The tenants paid a security deposit of \$ 550.00 on November 1, 2015. The landlord's agents testified that the arrears from March through May 2016 were \$ 3,375.00 and that the landlords also claimed pursuant to item 8 of the addendum to the tenancy agreement,

NSF charges of \$ 25.00 for each of those months totalling an additional \$ 75.00 for a total claim of \$ 3,450.00.

Analysis:

The tenants have not paid all the outstanding rent on time and have not applied for arbitration 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 for possession effective two days after service on the tenants. I find that the landlord has established a claim for unpaid rent totalling \$ 3,450.00 however as the landlord has only specified \$ 3,425.00 in the Application for Dispute Resolution I allow only that amount.

Conclusion:

I have granted the landlord an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I order that the landlord retain the deposit and interest of \$ 550.00 and I grant the landlord an order under section 67 for the balance due of **\$ 2,875.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court. This Decision and all Orders must be served on the tenants as soon as possible. I have not made any order as to the recovery of the filing fee as it was not claimed. I have dismissed all other claims with leave to reapply.

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 21, 2016

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Residential Tenancy Branch