



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AST & AST ENT. INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, OPB, MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession based on an undisputed Notice to End Tenancy for cause, a monetary order for unpaid rent and to recover the filing fee for the Application.

An Agent for the Landlord appeared (the “Landlord”), gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

As the Tenants did not appear at the hearing service of the Notice of Hearing and Application were examined. The Landlord testified she served the Tenants by registered mail, sent on December 9, 2016, to each of the Tenants. Under section 90 of the Act, the Tenants were deemed served five days later. I find the Tenants have been served in accordance with the Act.

### Issue(s) to be Decided

Have the Tenants breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession?

Have the Tenants failed to pay rent, entitling the Landlord to compensation?

### Background and Evidence

The Landlord submitted a tenancy agreement in evidence, which indicates the tenancy started April 1, 2014. The monthly rent was initially \$700.00, and had been increased to \$739.00 over the course of the tenancy. The Tenants paid a security deposit of \$350.00, on or about March 28, 2014. I note no interest is payable on security deposits during the relevant time periods.

Based on the affirmed testimony of the Landlord, I find that the Tenants were served with a one month Notice to End Tenancy for cause on October 30, 2016, by personal delivery to the male Tenant, with an effective date November 30, 2016 (the "Notice").

The Notice indicates that the Tenants had been repeatedly late paying rent, had engaged in illegal activity that affected the quiet enjoyment and safety of other occupants of the property, and had breached a term of the tenancy agreement, apparently by bringing pets into the rental unit.

The Notice informed the Tenants that they had 10 days to dispute the Notice. The Landlord testified that the Tenants had not served her with an Application for Dispute Resolution to dispute the Notice.

The Landlord testified that the Tenants had vacated the rental unit sometime after December 15<sup>th</sup>, 2016. The Landlord further testified that the Tenants had failed to pay all of the rent for November and \$160.00 was still owed for that month, and they had failed to pay any rent for December 2016, and now owed \$739.00 for December 2016.

### Analysis

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

The Tenants have not made an Application to dispute the Notice and are therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord is entitled to an order of possession effective immediately, as the Tenants have vacated the rental unit.

I find that the Landlord has established a total monetary claim of **\$999.00** comprised of \$899.00 for unpaid rents for November and December and the \$100.00 fee paid by the Landlord for this application.

I order that the Landlord retain the deposit of **\$350.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$649.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenants 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 Tenants have vacated the rental unit.

The Landlord is granted an Order of Possession, may keep the security deposit in partial satisfaction of the claim and is granted a monetary order for the balance due of **\$649.00**

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 10, 2017

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Residential Tenancy Branch