



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MND, MNDC, FF

### Introduction

This hearing dealt with the landlord's 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 and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to retain all or a portion of the tenants' pet damage and security deposits (the deposits) in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing. 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 landlords agent entered written evidence and sworn testimony that they in the presence of a witness; personally served the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' on November 23, 2016. I am satisfied that the landlord's agent served this Notice to the tenants in accordance with section 88 of the *Act*.

### Preliminary Issue

At the outset of the hearing the agent for the landlord requested to withdraw the claim for a broken window as they wish to deal with all damages for the unit after the tenant moves out. I grant the landlords' agent request and will not make a finding for the issue of the broken window in this decision as it is withdrawn.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to retain all or a portion of the tenants' deposits in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The tenancy began on or about November 1, 2015. Rent in the amount of \$900.00 is payable in advance on the first day of each month. At the outset of the tenancy the tenant paid a security deposit of \$450.00. The tenant failed to pay rent in the month(s) of November 2016 and the landlord served the tenant with a notice to end tenancy on November 2, 2016. The tenant further failed to pay rent in the month(s) of December and January. The landlord advised that as of today's hearing the amount of unpaid rent is 2700.00.

Analysis

The tenants failed to pay their rent in full within five days of being deemed to have received the 10 Day Notices. The tenants have not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the corrected effective date of the notice.

In this case, this required the tenants to vacate the premises by November 15, 2016. As that has not occurred, I find that the landlord is entitled to a 2 day Order of Possession. The landlord is granted an Order of Possession pursuant to Section 55 of the *Act*, which must be served on the tenant(s). If the tenants do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Based on the undisputed evidence provided by the landlord, I am satisfied that the tenants continue to owe the landlord unpaid rent. Although the landlord has not applied to retain the security deposit, using the offsetting provision under Section 72 of the *Act*, I hereby apply the security deposit against the amount of unpaid rent. I issue a monetary award in the landlord's favour in the amount of \$2700.00

Conclusion

Item	Amount
Unpaid Nov-Jan	\$2700.00
Filing Fee	\$100.00
Less Deposits	-450.00
<b>Total Monetary Order</b>	<b>\$2350.00</b>

The landlord is granted an order of possession and a monetary order for \$2350.00. The landlord may retain the security deposit.

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: January 09, 2017

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Residential Tenancy Branch