



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TEAM 3000 PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act, (the "Act"), for an order of possession, for a monetary order for unpaid rent and an order to recover the cost of filing the application from the tenants.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

### Issues to be Decided

Is the landlord entitled to an order of possession?  
Is the landlord entitled to a monetary order for unpaid rent?  
Is the landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The landlord's agent testified that the tenants were served with a 1 Month Notice to End Tenancy for Cause, issued on August 24, 2016. The agent stated that the tenant did not dispute the notice to end tenancy and seek an order of possession.

The landlord's agent testified that the tenants have not paid any rent for December 2016, and January 2017. The landlord seeks a monetary order for unpaid rent in the amount of \$1,400.00.

The tenant testified that they received the notice to end tenancy and that they did not dispute the notice to end tenancy. The tenant stated that they had completed a rent to intent form with the landlord for a different unit (not a tenancy agreement); however, that offer to rent was withdrawn.

### Analysis

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

The tenants did not apply 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, pursuant to section 55 of the Act, effective **two days** after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

I find that the landlord has established a total monetary claim of **\$1,500.00** comprised of unpaid rent for the above mention months, and the \$100.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of **\$350.00** 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 **\$1,150.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

### Conclusion

The tenants failed to dispute the Notice. 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 landlord is granted an order of possession. The landlord is granted a monetary order and may keep a portion of the security deposit in partial satisfaction of the claim.

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