



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JW Boyd Construction Construction Ltd. and Wanphen Boyd
and [tenant name suppressed to protect privacy]

DECISION

Codes: OPC, MNSD, MNR, MNDC, FF

Introduction:

The landlords have applied for an order for possession pursuant to section 47(5) of the Residential Tenancy Act pursuant to a Notice of End a Residential Tenancy for Cause dated October 19, 2016 and a monetary Order for unpaid rent. Only the landlords attended the teleconference hearing.

Issues:

Are the landlords entitled to an Order for Possession and Monetary Order?

Background and Evidence:

Based on the testimony of landlords given under solemn affirmation I find that the tenant was personally served with a Notice to End Tenancy for cause on October 19, 2016 by handing it to her and served with the Application for Dispute Resolution on December 4, 2016 also by handing it to the tenant.

The landlords testified that the tenancy began on October 1, 2016, the rent was \$ 650.00 payable on the first day of each month and the landlords received a security deposit amounting to \$ 650.00 on November 3, 2016.

The Notice to End a Residential Tenancy relies on sections 47(1)(h) (i) and (ii) of the Residential Tenancy Act. That section provides as follows:

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(h) the tenant

(i) has failed to comply with a material term, and

(ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

The landlords claim for recover of rent for the month of December amounting to \$ 1,100.00 and their filing fee. The landlords request that they retain the security deposit in partial satisfaction of their claim.

Analysis:

The tenant has not applied for arbitration to dispute the Notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice pursuant to 47(5)(a). Based on the above facts I find that the landlords are entitled to an order for possession effective two days after service upon the tenant. I allow the landlords' claim for unpaid rent for December 2016 amounting to \$ 1,100.00 and their filing fee of \$ 100.00 for a total award of \$ 1,200.00. I Order the landlords to retain the security deposit of \$ 650.00 and grant them a monetary Order for the balance of \$ 550.00.

Conclusion:

I have granted the landlords an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I allow the landlords' claim of \$ 1,100.00 and permit them to recover their filing fee of \$ 100.00 for a total claim of \$ 1,200.00. I order that the landlords retain the deposit and interest of \$ 650.00 and I grant the landlords an order under section 67 for the balance due of **\$ 550.00**. 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 tenant as soon as possible. I permit the landlords to bring further applications for loss of revenue and damage to the unit.

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 10, 2017

Residential Tenancy Branch