



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, MNR, MNSD, OPR

### 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 the *Act*, regulation or tenancy agreement pursuant to section 67;
- 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 landlord entered written evidence and sworn testimony that he served the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' door on March 5, 2017. I am satisfied that the landlord served this Notice to the tenants in accordance with section 88 of the *Act*. In accordance with section 90 of the *Act*, the 10 Day Notice was deemed served to the tenants on March 8, 2017, the third day after its posting.

The landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package were sent to both tenants by registered mail on March 16, 2017. The landlord entered into written evidence that the tenants received and signed for the package on March 20, 2017. The landlord included the Canada Post Tracking Numbers. In accordance with sections 89 of the *Act*, I am satisfied that both tenants were duly served with the landlord's dispute resolution hearing packages on March 20, 2017,

### Preliminary Issue

At the outset of the hearing the landlord advised that the tenants moved out of the unit on April 2, 2017 and no longer requires an order of possession; accordingly, that portion of the landlords' application is dismissed.

### Issues(s) to be Decided

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 September 1, 2015. Rent in the amount of \$1575.00 is payable in advance on the first day of each month. The tenants failed to pay rent in the month(s) of March and on March 5, 2017 the landlord served the tenant with a notice to end tenancy. The tenants further failed to pay rent in the month(s) of April. The landlord testified that as of today's hearing the amount of unpaid rent is \$3150.00.

### 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.

As for the monetary order, I find that the landlord has established a claim for \$3150.00 in unpaid rent. The landlord is also entitled to recovery of the \$100.00 filing fee. I order that the landlord retain the \$800.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2450.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

<b>Item</b>	<b>Amount</b>
Unpaid March Rent	1575.00
Unpaid April Rent	1575.00
Filing Fee	100.00
Less Deposits	-800.00
<b>Total Monetary Order</b>	<b>\$2450.00</b>

The landlord is granted a monetary order for \$2450.00. 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: April 11, 2017

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Residential Tenancy Branch