



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

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 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 that she posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' door on March 9, 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 12, 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 personally served on the tenant on March 19, 2017. In accordance with section 89 of the *Act*, I am satisfied that the tenant was served with the landlord's dispute resolution hearing packages on March 19, 2017,

Preliminary Issue

The landlord advised that she has already been granted an order of possession in a separate hearing and no longer requires it as part of this hearing; accordingly I dismiss that portion of the landlords' application.

Issues(s) to be Decided

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

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

Background and Evidence

The tenancy began on or about December 1, 2016. Rent in the amount of \$1000.00 is payable in advance on the first day of each month. At the outset of the tenancy the tenant provided a \$500.00 security deposit. The tenant failed to pay rent in the month(s) of February and March and on March 9, 2017 the landlord served the tenant with a notice to end tenancy. The landlord advised that as of today's hearing the amount of unpaid rent is \$2000.00.

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.

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 \$500.00 security deposit against the amount of unpaid rent. The landlord is also entitled to the recovery of the \$100.00 fee. I issue a monetary award in the landlord's favour in the amount of \$1600.00

Conclusion

Item	Amount
Unpaid February Rent	1000.00
Unpaid March Rent	1000.00
Filing Fee	100.00
Less Deposits	-500.00
Total Monetary Order	\$1600.00

The landlord is granted a monetary order for \$1600.00. 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 20, 2017

Residential Tenancy Branch