



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD & FF

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$1513 for unpaid rent
- c. An Order to retain the security deposit.
- d. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

With the consent of both parties I ordered that the Application for Dispute Resolution be amended to identify the respondents as JC, Personal Representative of the Estates of DC (Deceased) and RC (Deceased).

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the 10 Notice to End Tenancy was personally served on the personal representative of the Tenant on March 2, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on personal representative of the Tenants on April 20, 2017. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?

- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on May 1, 1996. The tenants paid a security deposit of \$353 on April 1, 1996.

RC passed away in 2011. DC passed away in March of 2016.

The present rent is \$1026.63 plus \$80 for parking (2 parking stalls) per month payable on the first day of each month. The tenant(s) failed to pay the rent for the months of March 2017, April 2017 and May 2017 and the sum of \$2619.89 remains owing. The personal representative of the tenant continues to reside in the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession. I set the effective date of the Order of Possession for June 4, 2017.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of March 2017, April 2017 and May 2017 and the sum of \$2619.89 remains owing. I granted the landlord a monetary order in the sum of \$2619.89 plus the sum of \$100 in respect of the filing fee for a total of \$2719.89.

Security Deposit:

The tenants paid a security deposit of \$353 on April 1, 1996. I determined the security deposit plus interest totals the sum of \$408.56. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2311.33.

Conclusion:

I granted an Order of Possession effective June 4, 2017. I ordered that the Landlord shall retain the security deposit of \$408.56. In addition I further ordered that the Tenant(s) pay to the Landlord(s) the sum of \$2311.33.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on both parties.

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: May 30, 2017

Residential Tenancy Branch