



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes OPR, OPL, OPN MNRL-S & FFL

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

- a. An Order for Possession
- b. A monetary order in the sum of \$4050 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 a representative of the applicant and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the two month Notice to End Tenancy was personally served on the Tenant(s) on November 8, 2017. I find that the 10 day Notice to End Tenancy was personally served on the Tenants on January 8, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on each of the Tenants by mailing, by registered mail to where the Tenants reside on January 27, 2018. The landlord testified he received confirmation from Canada Post that the tenants picked up the packages.

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 tenants and the previous owner entered into a month to month tenancy that provided that the tenancy would start on May 1, 2017. The rent was \$1350 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$675 at the start of the tenancy. The applicant purchased the property with possession taking place on November 17 2017.

The landlord served a two month Notice to End Tenancy on the Tenants at the end of November. The tenants advised the landlord in writing that they would be applying their right under section 51 of the Act to the equivalent of one month rent by applying it to the rent for December 2017. They also advised they would be vacating the rental unit at the end of December.

The tenants failed to vacate the rental unit. The tenant(s) failed to pay the rent for the months of January 2018, February 2018 and March 2018 and the sum of \$4050 remains outstanding. The tenant(s) continue to reside in the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The landlord served a 2 month Notice to End Tenancy on the Tenants at the end of November and a 10 day Notice to End Tenancy on January 8, 2018. 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. Further I find the tenants owe rent for January 2018, February 2018 and March 2018 and the sum of \$4050 is owed. The landlord used the approved government form. Accordingly, I granted the landlord an Order for Possession on 2 days notice..

The tenants 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 January 2018, February 2018 and March 2018 and the sum of \$4050 remains outstanding for use and occupation rent. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. I granted the landlord a monetary order in the sum of \$4050 plus the sum of \$100 in respect of the filing fee for a total of \$4150.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$675. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$3475.

Conclusion:

I ordered that the Landlord shall retain the security deposit of \$675. In addition I further ordered that the Tenant(s) pay to the Landlord(s) the sum of \$3475.

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: March 26, 2018

Residential Tenancy Branch