



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MNDS, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act, (the “Act”), for an order of possession, for a monetary order for unpaid rent, to keep all or part of the security deposit and an order to recover the cost of filing the application from the tenant.

The landlord attended the hearing. As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondents must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were served on the tenants in person on July 25, 2020. I find that the tenants have been duly served in accordance with the Act.

The landlord appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary for unpaid rent?

Is the landlord entitled to keep all or part of the security deposit?

Background and Evidence

The tenancy began on May 15, 2020. Rent in the amount of \$1,950.00 was payable on the first of each month. A security deposit of \$1,000.00 was paid by the tenants.

Based on the testimony of the landlord I find that the tenants were served with a 1 Month Notice to End Tenancy for Cause (the "Notice"), issued on June 26, 2020, by placing in the mailbox. The landlord stated that they spoke to the male tenant and told him that the document was in their mail box. I find the tenants were deemed served on June 29, 2020.

The Notice explains the tenants had ten days to dispute the Notice. The Notice further explains if the Notice is not disputed within the ten days that the tenants are presumed to accept the Notice and must move out of the rental unit by the date specified in the Notice, which was July 31, 2020.

The landlord testified that the tenants did not dispute the Notice. The landlord stated that the male tenant has vacated; however, the female has failed to do so. The landlord seeks an order of possession.

The landlord seeks to recover unpaid rent in the amount of \$400.00.

The landlord testified that the tenants did not pay all rent for July 2020, as the rent was short by the amount of \$400.00. The landlord stated that the tenants did pay occupancy rent for August 2020. The landlord seeks to recover unpaid rent in the amount of \$400.00.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I accept the evidence of the landlord that the Notice was completed in accordance with Part 4 of the Act - How to End a Tenancy, pursuant to section 47 of the Act. A copy of the Notice was filed in evidence for my review and consideration.

I find the Notice was completed in the approved form and the contents meets the statutory requirements under section 52 the Act.

Further, I accept the evidence of the landlord that the tenants were served with the Notice in compliance with the service provisions under section 88 of the Act, when it was place in the mailbox.

I am satisfied based on the landlord's evidence that the landlord has met the statutory requirements under the Act to end a tenancy.

The tenants did not apply to dispute the Notice and therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. I find the tenancy legally ended on July 31, 2020, and the tenants are now overholding the premise as occupants.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

I accept the evidence of the landlord that the tenants did not pay all rent owed for July 2020, leaving a balance due of \$400.00. I find the tenants breached the Act, when they failed to pay all rent owed to the landlord. Therefore, I find the landlord is entitled to recover unpaid rent in the amount of **\$400.00**.

I find that the landlord has established a total monetary claim of **\$500.00**, comprise of the above amount and the \$100.00 to recover the filing fee from the tenants for this application. I order that the landlord retain the amount of \$500.00 from the tenant's' security deposit in full satisfaction of the claim.

Conclusion

The tenants failed to dispute the Notice. The tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession. The landlord is granted a monetary order and may keep a portion of the security deposit in full satisfaction of the claim.

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: August 28, 2020

Residential Tenancy Branch