



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPM, OPL, OPM, MNRL, FF

Introduction

This hearing dealt with two Applications for Dispute Resolution filed by the landlord on May 6, 2022, and June 9, 2022, under the *Residential Tenancy Act* (the “Act”). for an order of possession, for a monetary order for unpaid rent and to recover the cost of the filing fees.

The landlord testified that the tenants were served with the May 6, 2022, application in person on May 20, 2022, which was witnessed and were served with the June 9, 2022, application, in person on June 25, 2022, which was witnessed.

I find the tenants were duly service in accordance with Section 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

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

Background and Evidence

Rent in the amount of \$1000.00 was payable on the 1st day of each month. The tenants paid a security deposit of \$450.00.

The landlord testified that the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on April 19, 2022. A copy of the document was not provided.

The landlord testified that the tenants were served with a Two Month Notice to End Tenancy for Landlord’s Use of Property, (the “2 Month Notice”) issued on March 30,

2022, which the tenants signed the proof of service that the document was received. Filed in evidence is a copy of the 2 Month Notice.

The landlord testified that the tenants also signed a mutual agreement to end the tenancy for June 1, 2022, as that was the effective date in the 2 Month Notice. Filed in evidence is a copy of the mutual agreement which is signed by the tenant.

The landlord testified that as of April 30, 2022, the tenants were in rent arrears of \$3,030.00 which they acknowledged in writing this was owed. Filed in evidence is an acknowledgment of rent owed signed by the tenants.

The landlord testified that the tenants have failed to pay rent for May, June, July and August 2022 and the rent owed is \$7,030.00, which they acknowledge in writing. Filed in evidence is an acknowledgment of rent owed signed by the tenants.

Analysis

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

I have not considered the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities as a copy was not filed in evidence for my review or consideration and I cannot determine if it complies with section 52 of the Act.

I find that the tenants were served with the 2 Month Notice, as the tenants signed the document and the proof of service. I find the 2 Month Notice complies with section 52 of the Act.

The tenants did not dispute the 2 Month Notice and agreed that the tenancy would end by mutual agreement on June 1, 2022. I find the tenants were 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.

The tenants have not vacated the rental unit contrary to the Act, and it is past the effective date in the 2 Month Notice. I find the tenancy legally ended on June 1, 2022, and the tenants are overhold the rental unit.

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 undisputed testimony of the landlord that the tenants have failed to pay rent and owe rent in the total amount of \$7,030.00 as of August 10, 2022. This is supported in writing from the tenants. I find the landlord is entitled to recover the unpaid rent in the amount of **\$7,030.00**.

I find that the landlord has established a total monetary claim of \$7,230.00 comprised of unpaid rent, and the two separate \$100.00 fee paid by the landlords for these applications.

I order that the landlords retain the security deposit of **\$450.00** in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **\$6,780.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

Conclusion

The landlord is granted an order of possession. The landlord is granted a monetary order for unpaid rent, and I authorize the landlord to keep the security deposit in partial 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: September 15, 2022

Residential Tenancy Branch