



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issue(s) to be Decided

Have the Tenants breached the Act or tenancy agreement, entitling the Landlords to an Order of Possession and monetary relief?

### Background and Evidence

Based on the testimony of both parties, I find that the Tenants were served with a Notice to End Tenancy for non-payment of rent on January 2, 2010.

The Notice informed the Tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenants had five days to dispute the Notice.

The appearing Landlord testified that the Tenants owed rent from November of 2009 in the amount of \$200.00, however, he changed that amount to \$300.00 later in the hearing. The Landlord also claims that he is owed \$3,000.00 in rent for the months of December 2009, and January and February 2010. He explained he did receive payments totalling \$1,500.00 from the Tenants in February and March of 2010, however, he testified there is still rent due.

The Tenants testified and agreed that they were behind in rent payments, although they disagreed with the amount the Landlord is claiming. They say they have been paying the Landlord individually and not jointly. One Tenant agrees he owes \$1,500.00, while the other agrees she owes \$200.00 for February and has not paid March 2010 rent.

### Analysis

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

I find the Tenants have not paid rent owing to the Landlords and the Tenants did not apply to dispute the Notice to End. The Tenants are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice to End, which was January 12, 2010.

Therefore, I find that the Landlord is entitled to an order of possession 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.

I dismiss the monetary claim of the Landlords with leave to reapply, as there is insufficient evidence to make a determination on what amount of rent money is actually owed, though the Landlords and the Tenants both agree that rent money is owed.

As the Landlords have only been partially successful, I award them only a portion of the filing fee. I award the Landlords **\$25.00** towards the \$50.00 filing fee, which may be deducted from the security deposit and interest.

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 17, 2010.

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Dispute Resolution Officer