



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, OPB, MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on February 15, the tenants did not participate in the conference call hearing.

Issues to be Decided

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

Background and Evidence

The landlord's undisputed testimony is as follows. The tenants are obligated to pay rent in the amount of \$1,200.00 in advance on the first day of each month. In the event payments are made late, the tenancy agreement provides that the landlord may charge a \$25.00 late payment fee. At the outset of the tenancy the landlord collected from the tenants a security deposit in the amount of \$600.00. The tenants paid rent late on several occasions throughout the tenancy and by February 2, 2011 had accrued \$1,679.92 in rental arrears and late payment fees.

On February 3, 2011 the landlord served the tenants with a notice to end tenancy by posting the notice to the door of the rental unit. The tenants paid all but \$454.94 of the arrears.

Analysis

I accept the landlord's undisputed testimony and I find that the tenants were served with a notice to end tenancy for non-payment of rent. The tenants did not pay the entire amount of outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and are therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession. The tenants must be served with the order of possession. Should the tenants fail to comply with the

order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary order, I find that the tenants failed to \$454.94 in rental arrears. I find that the landlord is entitled to recover those arrears and I award the landlord \$454.94. The landlord is also entitled to recovery of the \$50.00 filing fee and I award the landlord \$50.00. I order that the landlord retain \$504.94 from the security deposit in full satisfaction of this claim. The landlord should deal with the balance of the security deposit in accordance with the Act.

Conclusion

The landlord is granted an order of possession and may retain \$504.94 from the security deposit.

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: February 22, 2011

Residential Tenancy Branch