# Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, MNDC

Introduction

This hearing dealt with an application for dispute resolution under the Residential Tenancy Act (the "Act") by the landlords for an order of possession for the rental unit due to unpaid rent and a monetary order for unpaid rent and money owed or compensation for damage or loss.

The landlords appeared and gave affirmed testimony.

The landlords submitted that the tenant was served with the Application for Dispute Resolution and Notice of Hearing (the Hearing Package) by registered mail on June 12, 2012.  The landlords supplied evidence of the registered mail service

I find the tenant was served in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlords were provided the opportunity to present their evidence orally and in documentary form.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure.  However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit due to unpaid rent and a monetary order?

Background and Evidence

This 15 month, fixed term tenancy began with these landlords on April 30, 2012 and monthly rent is $850.00. The landlords stated that the tenant was to pay a security deposit of $425.00; however, the tenant has failed to pay this amount.

The landlords gave affirmed testimony and supplied evidence that on June 6, 2012, the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by personal delivery, listing unpaid rent of $850.00 as of June 1, 2012. The effective vacancy date listed on the Notice was June 16, 2012.

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

I have no evidence before me that the tenant applied to dispute the Notice.

The landlords stated that the tenant attempted a payment of rent after the expiration of 5 days, but that the landlords declined payment, requesting the tenant use that money to find another place to live.

The landlords' monetary claim is $1275.00, which includes unpaid rent of $850.00 for June 2012 and the security deposit of $425.00.

Analysis

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

I find the tenant did not pay the outstanding rent or apply to dispute the Notice within five days and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

I find that the landlord is entitled to an order of possession for the rental unit effective **two days** after service upon the tenant.

The order of possession is enclosed with the landlords' Decision. This order is a **legally binding, final order**, and may be filed in the Supreme Court of British Columbia should the tenant fail to comply with this order of possession.

I find that the landlords have established a total monetary claim of **$1275.00** comprised of unpaid rent for June of **$850.00** and **$425.00** for the unpaid security deposit.

I grant the landlords a monetary order pursuant to section 67 of the Act for **$1275.00.**

The monetary order for $1275.00 is enclosed with the landlords' Decision.  This order is a **final, legally binding order**, and may be filed in the Provincial Court of British Columbia (Small Claims) should the tenant fail to comply with this monetary order.

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: July 04, 2012.

Residential Tenancy Branch