



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNR, MNDC, MNDS, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession based on a 1 Month Notice for Cause issued on April 9, 2013, for a monetary order for unpaid rent and for money owed under the Act.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail on June 7, 2013, a Canada post tracking number was provided, the tenants did not appear. I find that the tenants have been duly served in accordance with the Act.

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

Issue(s) to be Decided

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

Background and Evidence

Based on the testimony of the landlord's agent, I find that the tenants were served with a 1 Month Notice to End Tenancy for Cause on April 9, 2013, by personal service. The notice informed the tenants that they have ten days to dispute the notice. The notice also explains if the tenants do not file an application to dispute the notice within ten days, they are presumed to have accepted the notice and must move out of the rental unit on the date set out in the notice, which was May 31, 2013.

The landlord's agent testified that when the tenants paid rent for June and July, 2013, they were issued a rent receipt for use occupancy only. The landlord's agent stated that since the tenants have paid rent for July 2013, they are agreeable to extend the effective date of the notice to July 31, 2013, and seek an order of possession effective that date.

The landlord's agent testified that the tenants were served with a notice of rent increase that was effective March 1, 2013. The landlord's agent stated that the tenants have not

paid the required rent increase since the date it was effective and have been short \$10.00 each month in rent. The landlord seeks to recover unpaid rent in the amount of \$50.00. Filed in evidence is a copy of the notice of rent increase in the prescribed form.

The landlord's agent testified that the tenants lost their keys to the rental unit and they were required to be replaced. The landlord's agent stated on March 28, 2013, the tenant signed an agreement to pay for those costs. The landlord seeks to recover the amount of \$45.00. Filed in evidence is a copy of the agreement.

Analysis

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

The tenant did not apply to dispute the Notice and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, which was May 31, 2013. The landlord has issued receipts for June and July rent for use and occupancy only, the landlord has agreed to extend the effective date of the notice to July 31, 2013.

I find that the landlord is entitled to an order of possession effective **July 31, 2013, at 1:00 pm**. A copy of this order must be served on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of **\$145.00** comprised of unpaid rent (\$50.00), money owed for loss of keys (\$45.00) and the \$50.00 fee paid for this application. The landlord is authorized to retain the above amount from the tenant's security deposit in full satisfaction of this claim.

Conclusion

The tenants did not file to dispute the notice to end tenancy. 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 agreed to extend the effective date of vacancy to July 31, 2013.

The landlord is granted an order of possession.

The landlord is granted a monetary order and I authorize the landlord to retain the above amount for 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: July 04, 2013

Residential Tenancy Branch

