



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession and a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of the application.

The landlord attended the hearing as well as an agent for the landlord. However, despite being served with the Landlord's Application for Dispute Resolution and Notice of hearing documents by registered mail individually on November 21, 2014, no one for the tenants attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participants who joined the call were the landlord and the landlord's agent. The landlord's agent gave affirmed testimony, and testified that the tenants were served on that date and in that manner and has provided a copy of the Canada Post Domestic Receipts showing the tracking numbers assigned by Canada Post as evidence, and I am satisfied that both tenants have been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

- Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for unpaid rent?
- Has the landlord established a monetary claim for unpaid rent?
- Has the landlord established a monetary claim for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

### Background and Evidence

The landlord's agent testified that this fixed term tenancy began on June 30, 2014 and expires on July 1, 2015, and the tenants still reside in the rental unit. Rent in the amount of \$900.00 per month is payable in advance on the 1<sup>st</sup> day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$225.00 which is still held in trust by the landlord. A copy of the tenancy agreement has been provided which also shows a pet damage deposit in the amount of \$100.00, however the landlord's agent testified that the tenants never paid the pet damage deposit.

The landlord's agent further testified that the tenants failed to pay rent in full for the month of November, 2014 having paid \$200.00 and leaving arrears outstanding in the amount of \$700.00. The landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting it to the door of the rental unit on November 2, 2014. A copy of the notice has been provided and it is dated November 2, 2014 and contains an expected date of vacancy of November 12, 2014 for unpaid rent in the amount of \$700.00 that was due on November 1, 2014. The tenants have not paid any rent since the issuance of the notice, and have fallen further into arrears by not paying rent for December, 2014.

The landlord has not been served with an Application for Dispute Resolution by the tenants disputing the notice.

The landlord claims an Order of Possession and a monetary order for unpaid rent in the amount of \$1,600.00, recovery of the \$50.00 filing fee and to keep the security deposit in partial satisfaction of the claim.

### Analysis

The *Residential Tenancy Act* states that a tenant must dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities or pay the rent in full within 5 days of service. If the tenant fails to do either, the tenant is conclusively presumed to have accepted the end of the tenancy. In this case, I am satisfied from the testimony of the landlord's agent and the evidentiary material provided that the tenants have not paid the rent in full and have not disputed the notice, and therefore I find that the landlord is entitled under the *Act* to an Order of Possession on 2 days notice to the tenants.

I am also satisfied that the landlord has established a monetary claim as against the tenants for unpaid rent in the amount of \$1,600.00.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

I hereby order the landlord to keep the security deposit of \$225.00 in partial satisfaction of the claim and I grant the landlord a monetary order for the difference in the amount of \$1,425.00.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenants.

I further order the landlord to keep the \$225.00 security deposit in partial satisfaction of the claim and I grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,425.00.

These orders are final and binding on the parties and may be enforced.

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: December 15, 2014

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Residential Tenancy Branch

