



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC, CNR, OPR, OPC, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the tenant for an order setting aside notices to end this tenancy and a cross-application by the landlord for an order of possession, a monetary order and an order permitting him to retain the security deposit in partial satisfaction of the claim. The tenant did not participate in the conference call hearing.

The landlord testified that he served the tenant with his application for dispute resolution and notice of hearing by registered mail on August 18, 2010. I was satisfied that the tenant had been properly served with notice of the hearing and of the claim made against him and the hearing proceeded in his absence.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed testimony is as follows. The tenant was obligated to pay \$960.00 per month in rent and failed to pay rent in the months of August and September. On August 9 the landlord served the tenant with a 10-day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice on the door of the rental unit. The landlord also served the tenant with two other notices to end tenancy. The tenant was also obligated to pay 35% of the Terasen Gas bill for the residential property as well as a percentage of the BC Hydro bill. The tenant failed to pay his portion of the

Terasen Gas invoice for the period from June 19, 2010 – July 21, 2010. The landlord seeks an order of possession based on the Notice as well as a monetary order for unpaid rent and unpaid utilities.

### Analysis

As the tenant did not appear at the hearing to advance his claim, his claim is dismissed without leave to reapply.

I accept the landlord's undisputed testimony and find that the tenant failed to pay rent in the months of August and September. I find that the tenant was served with the Notice and failed to pay the arrears owing on that date within 5 days of having received the Notice. Pursuant to section 46(5)(a) of the Act, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. I find that the landlord is entitled to an order of possession. The tenant must be served with the order. If the tenant fails to comply with the order, it may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to a monetary order for unpaid rent and loss of income for the months of August and September and I award the landlord \$1,920.00 in unpaid rent and loss of income for those two months. I find that the tenant failed to pay 35% of the aforementioned Terasen Gas invoice and I award the landlord \$20.52. I find that the landlord is also entitled to recover the \$50.00 filing fee paid to bring his application and I award him \$50.00 for a total award of \$1,990.52. I order the landlord to retain the \$480.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of \$1,510.52. This order may be filed in the Small Claims division of the Provincial Court and enforced as an order of that Court.

I note that the landlord alluded to other unpaid utility invoices. I have not considered claims for further unpaid utilities as the landlord did not present invoices showing the amount owing.

Conclusion

The tenant's claim is dismissed without leave to reapply. The landlord is granted an order of possession and a monetary order for \$1,510.52. The landlord may retain the security deposit.

Dated: September 14, 2010

---

Dispute Resolution Officer