

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This is an application by the Landlord for an order of possession resulting from a 10 day notice to end tenancy for unpaid rent, a request for a monetary order for unpaid rent and utilities, to keep all or part of the security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and to recover the filing fee from the Tenant for the cost of this application.

The Landlord appeared by conference call and gave undisputed affirmed testimony.

The Tenant did not attend.

The Landlord upon inquiry of the DDRO stated that the monetary order amount listed on her application is \$1,000.00.

### Issues(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

### Background and Evidence

The Landlord states that this tenancy began in August of 2009 and that there is a signed tenancy agreement, but one was not filed with the RTB. The monthly rent is \$850.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$425.00 was paid at the beginning of tenancy.

The Landlord has submitted a 10 day notice to end tenancy for unpaid rent. This notice was served in person on November 2, 2010 with a move-out date of November 12, 2010. The Tenant has acknowledged service of this notice by signing the proof of service as provided by the Landlord. The Landlord served the hearing document

package by registered mail on November 12, 2010 and has provided copies of the registered mail receipts.

The Landlord states that the Tenant has only paid \$800.00 in rent for each of the months August, September, October and November 2010. The Landlord stated that November rent of \$800.00 out of the \$850.00 was paid on November 23, 2010. No rent has been paid for the month of December 2010 as of the date of this hearing and the Landlord indicates that the Tenant is still in possession of the rental unit. The total rent arrears being sought by the Landlord is \$1,050.00.

The Landlord is seeking unpaid utility costs for BC Hydro for \$306.74 which covers the period July 9, 2010 to November 8, 2010. The Landlord states that there is another bill for BC Hydro for the current period, but she as yet has not received it. The Landlord is also seeking utility costs for Terasan for \$116.47. The total utility costs being sought are \$423.21. The Landlord has provided copies of the utility bills into evidence and stated that although the bills are in the name of the Landlord that the Tenant is responsible for 100% of the bills upon being advised.

The total costs being sought for by the Landlord total \$1,473.21.

### Analysis

Based upon the undisputed affirmed testimony of the Landlord, I am satisfied that the Tenant was properly served with the 10 day notice to end tenancy for unpaid rent on November 2, 2010. The Tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. I also find that the Tenant was properly served by registered mail on November 12, 2010 with the hearing document package. Based on the above facts I find that the Landlord is entitled to an order of possession. The Tenant must be served with the order of possession. Should the Tenant 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 Landlord has established a claim for \$1,473.21 in unpaid rent and utilities. The Landlord is limited in the application to the monetary order amount set down on the Landlord's application for dispute resolution at \$1,000.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$425.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$625.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted an order of possession and a monetary order for \$625.00. The Landlord may retain 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: December 02, 2010.

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Dispute Resolution Officer