



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call to deal with the landlord's application for an Order of Possession for unpaid rent or utilities; for a monetary order for unpaid rent or utilities; for an order permitting the landlord to retain the security deposit in partial satisfaction of the claim; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

The landlord attended the conference call hearing however, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on January 8, 2011, neither of the tenants attended the hearing. The landlord gave affirmed testimony and provided an evidence package in advance of the hearing, all of which has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent or utilities?

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Is the landlord entitled to an order permitting the landlord to retain the security deposit in partial satisfaction of the claim?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

This month-to-month tenancy began on September 15, 2010 and the tenants still reside in the rental unit. Rent in the amount of \$650.00 per month is payable in advance on the 1st day of each month in addition to 30% of utilities. The rental unit is a basement suite, and the landlord resides in another unit within the building. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of

\$325.00. The landlord testified that the tenants have 2 dogs, and the tenants were to pay a pet damage deposit in the amount of \$325.00 but did not pay it.

The landlord further testified that the tenants failed to pay rent when it was due in November, 2010 and on November 15, 2010 the landlord served a notice to end the tenancy. One of the tenants called the landlord on November 26, 2010 and asked if they could stay; he would borrow the money and had a new job and would be able to pay the arrears by January 1, 2011.

On December 7, 2010 the tenants paid \$600.00 towards November's rent, but paid nothing towards outstanding utilities and did not pay December's rent. On December 23, 2010 the landlord personally served one of the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which was provided in advance of the hearing. That notice states that the tenants failed to pay rent in the amount of \$773.00 that was due on December 1, 2010 and utilities in the amount of \$67.00 following written demand on December 1, 2010. The tenants further failed to pay rent in January, 2011.

The landlord further testified that \$73.00 is outstanding for utilities for September 15 to October 23, 2010 for both hydro and Terasen Gas combined. That amount is included in the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The tenants further owe \$67.00 for the combined utilities for December, which is on the 10 Day Notice, and \$166.00 for the combined utilities that was due in January, 2011.

The landlord requests an Order of Possession, a monetary order in the amount of \$1,706.00, including the filing fee, less the security deposit of \$325.00, for a total of \$1,381.00. The landlord also requests an order permitting the landlord to change the locks to the rental unit.

Analysis

Based on the landlord's testimony I find that the tenants were served with a notice to end tenancy for non-payment of rent. The tenants have not paid the outstanding rent and have not applied for dispute resolution to dispute the notice and are therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice.

As for the monetary order, I find that the landlord has established a claim for \$1,350.00 in unpaid rent and \$306.00 for outstanding utilities. The landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

Based on the above facts I find that the landlord is entitled to an Order of Possession. The tenants must be served with the Order of Possession. Should the tenants 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.

I further order that the landlord retain the security deposit and interest of \$325.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,381.00. This order may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

I further order that the landlord be permitted to change the locks that give access to the rental unit 2 days after serving the Order of Possession on the tenants.

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: January 24, 2011.

Residential Tenancy Branch