



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNDC MNSD, FF

Introduction

This matter dealt with an application by the Landlord to obtain an Order of Possession for Cause, to be compensated for unpaid rent and utilities and to recover the filing fee for this proceeding.

Issues(s) to be Decided

1. Is the Landlord entitled to end the tenancy?
2. Is the Landlord entitled to an Order of Possession?
3. Are there unpaid rent and utilities and if so how much?
4. Is the Landlord entitled to compensation for unpaid rent and utilities and if so how much?
5. Is the Landlord entitled to retain the Tenants security deposit?

Background and Evidence

This tenancy started on November 1, 2010 as a 6 month tenancy and then renewed as a month to month tenancy. Rent is \$1,150.00 per month payable in advance of the 1st day of each month. The Tenants paid a security deposit of \$575.00 on October 20, 2010.

The Landlord's Agent said that the Tenants were serviced with a 1 month Notice to End Tenancy for Cause dated July 14, 2011, on July 14, 2011 by posting it on the Tenants door. The Notice had an effective vacancy date of August 31, 2011. The reasons given on page two of the Notice was repeatedly late with payments. The Landlord Agent said she is requesting an Order of Possession as soon as possible as the Tenants are living in the unit and the effective vacancy date on the 1 Month Notice to End Tenancy for Cause is August 31, 2011.

The Landlord say the Notice to End Tenancy was issued because the Tenants were late with her rent payments in January, February, May, June, July and August of 2011.

The Landlord's Agent said the Tenants have not paid \$700.00 of the August, 2011 rent and there are \$380.50 of unpaid utility bills. The Landlord's Agent included in her evidence package copies of the utility bills, how the Tenants share was calculated and copies of letters to the Tenants requesting the utilities to be paid.

The Landlord's Agent said she is also seeking to recover the filing fee for this proceeding of \$50.00 from the Tenants.

Analysis

Section 47 (1) of the Act says a landlord may end a tenancy for (b) repeatedly late payments.

Section 47 (5) of the Act says the tenant may dispute the Notice, but if they do not dispute the Notice the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and must vacate the rental unit by that date.

I find that the Tenant did not dispute the Notice to End Tenancy that stated they have been repeatedly late with their payments; therefore I find the Landlord has established grounds to be awarded an Order of Possession to end the tenancy on August 31, 2011, the effective vacancy date on the 1 Month Notice to End Tenancy for Cause dated July 14, 2011.

I also find that the Landlord is entitled to recover unpaid rent for August, 2010, in the amount of \$700.00. I further find that the Landlord is entitled to recover unpaid utilities in the amount of \$380.50.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenants the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit as partial payment of the rent and utility arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$700.00	
	Utility arrears:	\$380.50	
	Recover filing fee	\$ 50.00	
	Subtotal:		\$1,130.50
Less:	Security Deposit	\$575.00	
	Subtotal:		\$ 575.00
	Balance Owing		\$ 555.50

Conclusion

An Order of Possession effective August 31, 2011 and a Monetary Order in the amount of \$555.50 have been issued to the Landlord. A copy of the Orders must be served on the Tenants: the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

Residential Tenancy Branch