

DECISION

Dispute Codes: Landlord: OPR, OPC, OPB, MNR, and FF
 Tenant: CNR and MNDC

Introduction

These applications were brought by both the landlord and the tenants.

By application of August 16, 2011, the landlord sought an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent dated August 2, 2011 and for notices served for cause and breach of a material term. The landlord also sought a Monetary Order for unpaid rent and utilities, yard work and recovery of the filing fee for this proceeding.

The landlord referred to herein is a property manager engaged by the owner of the rental unit during the present tenancy.

By application of August 10, 2011, the tenants sought to have the Notice to End Tenancy for unpaid rent set aside and a Monetary Order for \$800 for a reason not clarified.

Despite having made application and despite having been served by process server with the Notice of the Hearing on the landlord's application on August 18, 2011, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, the tenants' application is dismissed without leave to reapply and the hearing proceeded on the landlord's application.

By notice filed to her application on September 12, 2011 the landlord advised that she was in the process of executing a Writ of Possession granted by the Supreme Court of British Columbia, obtained on an Order of Possession issued following a hearing on August 30, 2011.

That hearing dealt with the landlord's application to end the tenancy early under section 56 of the *Act*, a remedy available in matters in which it would be unreasonable for the landlord to await a hearing for cause under section 47 of the *Act*.

Therefore, the present hearing dealt only with the landlord's request for a Monetary Order.

Issues to be Decided

This matter now requires a decision on whether the landlord is entitled to a Monetary Order for the claims submitted.

Background, Evidence and Analysis

This tenancy began on June 1, 2011. Rent is \$800 per month with the requirement that the tenants do yard work, and in particular, grass cutting for the owner. While the tenants paid a security deposit of \$400 on May 26, 2011, that was applied to a previous rent shortfall and is no longer available for consideration. The rental unit is one of two single family homes located on a one-acre lot, the other of which is occupied by the property owner, a woman in her 80's.

During the hearing, the landlord put forward the following monetary claims on which I find as noted:

August rent - \$800. The landlord gave evidence that the tenants had not paid the rent due on August 1, 2011 leading to the Notice to End Tenancy of August 2, 2011. At the time of the hearing, the rent remained unpaid. This claim is allowed.

September rent/loss of rent - \$800. In the interim, despite having been served with the Order of Possession, the tenants remained in the rental unit on September 14, 2011 and they have not paid the rent for September. Therefore, I have exercised the discretion granted under section 64(3)(c) of the *Act* to permit the landlord to amend the application to include this claim. It is allowed in full.

Hydro bill for June 2011 – \$29. While the tenants agreed to put the hydro in their name, they did not do so until July 1, 2011. The claim is based on estimated use for the month by BC Hydro. It is allowed in full.

Yard work - \$264. As part of the rental agreement, the tenants were to do yard work and mow the substantial lawns on the property. When they did not do so in July, the owner was made to pay the claimed amount to another party. The claim is based on 5.5 hours work per week (22 hours per month) at \$12 per hour. The landlord incurred like expenses for August and to date in September, but does not make claim for those months. This claim is allowed.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenants.

Thus, I find that the tenants owe to the landlord an amount calculated as follows:

Rent for August 2011	\$ 800.00
Per diem 8 days rent for June 2011	800.00
Hydro for June 2011	29.00
Yard work	264.00
Filing fee	<u>50.00</u>
balance owed to landlord by tenants	\$1,943.00

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for **\$1,943.00**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

September 14, 2011