



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the landlord for an order of possession / a monetary order as compensation for unpaid rent or utilities / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony.

Despite in-person service of the application for dispute resolution and notice of hearing (the "hearing package") on the tenant on December 10, 2011, the tenant did not appear.

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the fixed term tenancy is from September 1, 2011 to August 30, 2012. Monthly rent of \$1,150.00 is payable in advance on the first day of each month, and a security deposit limited to \$300.00 was collected.

Arising from rent and utilities which were unpaid when due on December 1, 2011, the landlord issued a 10 day notice to end tenancy for unpaid rent or utilities dated December 3, 2011. The notice was served in-person on the tenant on that same date. A copy of the notice was submitted in evidence. Subsequently, the tenant has made no further payment toward rent or utilities and he continues to reside in the unit.

### Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent or utilities dated December 3, 2011. The tenant did not pay the outstanding rent or

utilities within 5 days of receiving the notice and did not apply to dispute the notice. The tenant is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord has established a claim of \$1,200.00. This is comprised of \$1,150.00 in unpaid rent for December 2011, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$300.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$900.00 (\$1,200.00 - \$300.00).

As the tenancy agreement submitted in evidence provides that rent includes "Electricity" and "Heat," the aspect of the landlord's application concerning recovery of costs for the hydro utility (lighting) and the gas utility (furnace heating) is hereby dismissed.

#### Conclusion

I hereby issue an order of possession in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. 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.

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of \$900.00. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

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 28, 2011.

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Residential Tenancy Branch