



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

The Landlord states that as of March 8, 2012, the Tenant had vacated the unit and that an Order for Possession is no longer required. Accordingly, this part of the application is dismissed. The Landlord states further that evidentiary materials were filed and served on the Tenant in relation to damages to the Tenant but that the Landlord has not yet finally determined all of the damages. As there is no prejudice to the Tenant, I dismiss the Landlord’s application in relation to the damages to the unit with leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent and utilities?

Background and Evidence

The tenancy began on January 1, 2011. As of February 1, 2012, rent in the amount of \$1,023.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$500.00. A further pet deposit of \$500.00 was collected by the Landlord by February 1, 2011. The Tenant failed to pay all of the rent for the month of February 2012 and on February 2, 2011 the Landlord served the Tenant with a notice to end tenancy for non-payment of rent by posting the Notice on the door. This service was witnessed by the Witness attending the Hearing. The Tenant did not pay the rent for March 2012 and although the Landlord does not know when the Tenant moved out of the unit, the Tenant was seen at the unit as late as March 5, 2012. The Landlord obtained possession of the unit on March 8, 2012. The Landlord claims unpaid rent of \$1,046.00. The Landlord states that with the exception of a one-time payment of \$50.00, the Tenant has also failed to pay the water and sewer and claims \$540.68 as follows:

- Water charges to December 1, 2011, \$393.30;
- Water charges to February 28, 2012, \$105.08; and
- Sewer charges to March 8, 2012, \$42.30.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

Based on the Landlord's evidence I find that the Tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The Tenant has not filed an application to dispute the notice and has not paid the outstanding rent. Given

these facts, I find that the Landlord has established a monetary claim for **\$1,046.00** in unpaid rent and **\$540.68** in unpaid water and sewer. The Landlord is entitled to recovery of the **\$50.00** filing fee, for a total entitlement of **\$1,636.68**.

The **security deposit** will be off-set from the award made herein.

***Calculation for Monetary Order***

Rental Arrears	\$1,046.00
Water and Sewer	540.68
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest <i>to date</i>	-1,000.00
<b>Total Monetary Award</b>	<b>\$636.68</b>

Conclusion

**I order** that the Landlord retain the **deposit** and interest of \$1,000.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$636.68**. If necessary, this order may be 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: March 12, 2012.

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Residential Tenancy Branch