



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession based on unpaid rent, a monetary order for unpaid rent and utility bills, an order to retain the security and pet deposits in partial satisfaction of the claim and to recover the filing fee for the Application.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified he served the Tenant with his Application and the Notice of Hearing, by registered mail, sent on February 15, 2012. Under the Act, the Tenant was deemed served five days later. Despite this the Tenant did not appear at the hearing. I find the Tenant has been duly served, in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

### Background and Evidence

Based on the affirmed testimony and evidence of the Landlord, I find that the Tenant was served with a 10 day Notice to End Tenancy for non-payment of rent on February 6, 2012, by service on an adult who apparently resides with the Tenant at the rental unit. The Tenant had failed to pay February rent of \$1,500.00. The Landlord testified that the Tenant also failed to pay March rent of \$1,500.00.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Landlord also provided in evidence a copy of the tenancy agreement signed by the Tenant, in which the Tenant had agreed to pay 1/3 of the utilities. The Landlord had made a demand for payment of \$333.33 in utilities to the Tenant in the Notice and the Tenant failed to pay this.

The Landlord has provided a copy of this bill, of which the Tenant owes 1/3 of \$997.88, or \$332.62 for the billing period ending January 4, 2012.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid the outstanding rent and did not apply to dispute the Notice and 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.

I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of **\$3,382.62**, comprised of \$1,500.00 in rent for each of February and March 2012, \$332.62 in outstanding utility bills, and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the security and pet deposits of \$1,500.00 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,882.62**. The Landlord is granted leave to apply for further monetary orders.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, except as provided under the Act, and 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 05, 2012.

---

Residential Tenancy Branch