



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order for unpaid rent and utilities, and to recover the filing fee for this application.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The parties were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions to me. I have considered all of the relevant evidence and testimony provided.

Issue(s) to be Decided

- Is the landlord entitled to an order of possession?
- Is the landlord entitled to a monetary order?
- Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on September 1, 2011. Rent in the amount of \$1,900.00 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 \$950.00. The tenant failed to pay rent in the month(s) of April and May, 2012 and on May 2, 2012, the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"). The tenant confirmed that the Notice was received in person on May 2, 2012 and that she did not dispute the Notice.

The tenant stated that there has been a family illness but accepts that the tenancy must end. The tenant also stated that she agreed with the information the landlord provided in her application and acknowledged that the landlord has been patient.

The landlord originally provided a total monetary claim of \$4,181.47 which included several late fees but amended her monetary claim during the hearing after realizing that the late fees were not part of the original tenancy agreement. Accordingly, the landlord amended her monetary claim as follows:

Unpaid rent for April 2012	\$1,900.00
Unpaid rent for May 2012	\$1,900.00
Unpaid utilities based on invoice provided	\$131.47
TOTAL	\$3,931.47

The landlord stated during the hearing that should a monetary order be granted, she would prefer to not use the security deposit towards the unpaid rent and utilities in case she later needs to make a further claim for any damages to the rental unit at the end of the tenancy.

Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, I find that the tenant was served with the Notice in accordance with the *Act*. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the Notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts, 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 for **\$3,931.47** in unpaid rent and utilities. As the landlord was successful in her application, I also find that that landlord is entitled to recover the **\$50.00** filing fee.

Conclusion

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. 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.

The landlord is entitled to **\$3,931.47** in unpaid rent and utilities and is also entitled to recover the **\$50.00** filing fee. Given that the landlord has stated that she would prefer

not to use any of the security deposit towards the amount owing for unpaid rent and utilities, I grant the landlord a monetary order under section 67 in the amount of **\$3,981.47**. This order may be filed in the Small Claims Court and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise 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: May 24, 2012.

Residential Tenancy Branch