



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 dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began March 1, 2011 with monthly rent of \$1000.00 and the tenant paid a security deposit of \$500.00.

On May 3, 2012 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent; the tenant has not filed to dispute this notice.

The landlord testified that the tenant owes \$150.00 for the April 2012 rent and has not paid any of the \$1000.00 May or \$1000.00 June 2012 rent. The landlord stated that the tenant at this time owes the landlord \$2150.00 in unpaid rent.

The landlord stated that the tenant also has not paid their share of the utilities which is noted as 50% on the tenancy agreement. The landlord has submitted into evidence, utility bills that total \$296.19 and the tenant owes \$148.09 towards these bills.

The tenant stated that he has not paid the May and June rent as the landlord shut the power to the rental unit on May 20, 2012. The tenant did not clarify why as of May 20, 2012 the rent, which was due on May 2nd, had not been paid in full.

The landlord in this application is seeking compensation for the unpaid rent and utilities and an order of possession effective 2 days after service upon the tenant.

Analysis

Based on the documentary evidence and testimony of the parties I find that the tenant was properly served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply 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 and a monetary order for unpaid rent.

Accordingly I find that the landlord is entitled to a monetary order for \$2298.09.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

The landlord however is to immediately restore power to the rental unit as the landlord has no legal right to stop this essential service.

Conclusion

I hereby grant the landlord an **Order of Possession**, effective **2 days** after service of the Order upon the tenant(s). This Order must be served on the tenant(s) and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim for \$2298.09 in unpaid rent and utilities. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$500.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1848.09**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: June 4, 2012

Residential Tenancy Branch