



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MND, MNR, FF

### Introduction

This hearing was convened by way of conference call in response to the landlords application for an Order of Possession for cause; for a Monetary Order for unpaid rent and utilities; a Monetary Order for damage to the unit, site or property; and to recover the filing fee from the tenants for the cost of this application. At the outset of the hearing the landlords withdrew their application for a Monetary Order for damage to the unit, site and property

Service of the hearing documents, by the landlords to the tenants, was done in accordance with section 89 of the *Act*; the tenants were served in person on July 05, 2012.

The landlords appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

- Are the landlords entitled to an Order of Possession for cause?
- Are the landlords entitled to a Monetary Order for unpaid rent and utilities?

### Background and Evidence

The landlords testify that this tenancy started on February 10, 2012. A tenancy agreement has been provided in evidence. The agreement shows that rent for this unit is \$950.00 plus utilities for electricity. Rent is due on the first day of each month in advance.

The landlords testify that the tenants were served with a One Month Notice to End Tenancy for cause on June 21, 2012. This Notice is dated June 21, 2012 and has an effective date of July 20, 2012 and gave the following reasons to end the tenancy:

- 1) The tenant is repeatedly late paying rent.
- 2) The tenant has allowed an unreasonable number of occupants in the unit
- 3) The tenant or a person permitted on the residential property by the tenant has:
  - (i) Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
  - (ii) Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
  - (iii) Put the landlord's property at significant risk;
- 4) The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has
  - (i) Damage the landlords' property
  - (ii) Has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
  - (iii) Jeopardized a lawful right or interest of another occupant or the landlord
- 5) The tenant has caused extraordinary damage to the unit/site or property

- 6) The tenant has assigned or sublet the rental unit without the landlords' written consent

The landlords testify that the tenants have failed to pay their rent on time since the start of the tenancy and they have not disputed the notice to end tenancy. The landlords testify that the tenants owe \$50.00 in rent at this time for July, 2012 and the landlords also seek a Monetary Order to recover this sum.

The landlords testify that the tenants have failed to pay the outstanding utilities for their unit which is on a separate electricity meter. The tenants have been given copies of the electricity bills and have an outstanding amount for April, 2012 of \$85.03 and for July, 2012 of \$187.36. Copies of these bills have been provided in evidence. The landlords seek to recover the sum of \$272.39 from the tenants.

The landlords testify that the RCMP has been called to the unit on six occasions following incidents at the unit between March 21, 2012 and July 04, 2012. The landlords have provided a copy of the RCMP file numbers provided by the RCMP Detachment on July 05, 2012.

The landlords testify that the tenants have been fighting, screaming and yelling often getting drunk. These incidents have seriously disturbed the landlords and other tenants living nearby. The landlords testify that the tenants have been smoking in the unit and the smell of smoke filters into the landlords unit which affects the landlord property and their health. The tenancy agreement states that there is no smoking allowed in the unit.

The landlords testify that there is a large amount of people either living or staying in the unit and they are regularly woken up by friends of the tenants banging on the door late at night. The landlords suspect there are illegal activities going on in the unit but have been unable to provide any evidence to support this.

The landlords testify that the tenants have broken a window and a screen door and the element in the hot water tank has been burnt out due to all the tenants' visitors or new roommates using the shower. The landlord testifies that he only replaced this element in the hot water tank a year ago.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of the landlords. I find that the tenants did not dispute the Notice within the 10 days allowed as indicated on page two of the One Month Notice to End Tenancy pursuant to s. 47(4) of the *Act*. The Notice was served to the tenants in person on June 21, 2012 therefore the tenants had until July 01, 2012 to dispute the Notice. Therefore, the tenants are considered to have accepted the Notice pursuant to s. 47(5) of the *Act*. Under s. 90 of the *Act*, the One Month Notice to End Tenancy for Cause must give one clear months notice to end the tenancy. Therefore the effective date to end the tenancy is amended to July 31, 2012 pursuant to s. 53 of the *Act*.

Consequently, the landlord is entitled to an Order of Possession pursuant to s. 55 of the *Act* effective on July 31, 2012.

With regard to the landlords claim for unpaid rent and utilities; Section 26 of the *Act* states:

*A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

I am satisfied with the landlord undisputed evidence that the tenants failed to pay all the rent due on July 01, 2012 and there is an outstanding balance of \$50.00. Consequently it is my decision that the landlord is entitled to a Monetary Order to recover the sum of \$50.00 in unpaid rent pursuant to s. 67 of the *Act*. I am also satisfied that the tenants

have an outstanding balance of \$272.39 in unpaid utilities. Consequently the landlord is also entitled to a Monetary Order to recover this sum pursuant to s. 67 of the Act.

As the landlords have been successful with their amended claim I find the landlord is entitled to recover the \$50.00 filing fee from the tenants pursuant to s. 72(1) of the Act. A Monetary Order has been issued to the landlords for the following amount:

Unpaid rent	\$50.00
Unpaid utilities	\$272.39
Filing fee	\$50.00
<b>Total amount due to the landlord</b>	<b>\$372.39</b>

#### Conclusion

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **July 31, 2012**. This order must be served on the Respondents and may be filed in the Supreme Court and enforced as an order of that Court.

I HEREBY FIND in favor of the landlords' amended monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$372.39**. The order must be served on the Respondents and is enforceable through the Provincial Court 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: July 24, 2012.

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Residential Tenancy Branch