

## **DECISION**

Dispute Codes      OPR, OPB, MNR, MNSD, FF

### Introduction

This is an application filed by the Landlord for an order of possession for unpaid rent or utilities and the Tenant has breached an agreement with the Landlord. The Landlord has also made a request for a monetary order for unpaid rent or utilities, to keep all or part of the security deposit and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Landlord states that all three Tenants were served by Canada Post Registered Mail on July 26, 2012 and has submitted the Customer Receipt Receipts for all three into evidence. The Landlord has submitted an evidence package for which the Tenant has acknowledged receiving. The Tenant stated that she has not filed any documentary evidence. As such, I am satisfied that all of the parties have been properly served with the notice of hearing and evidence packages as deemed under the Act.

### 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 keep all or part of the security deposit?

### Background, Evidence and Analysis

This Tenancy began on February 25, 2012 on a fixed term tenancy until March 31, 2013 as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$1,625.00 payable on the 1<sup>st</sup> of each month as well as \$200.00 per month for utilities. A security deposit of \$812.50 and a pet damage deposit of \$200.00 were paid on March 1, 2012.

The Landlord states that the Tenant was served with a 10 day notice to end tenancy for unpaid rent dated July 11, 2012 on July 11, 2012, by posting it to the rental unit door. The notice states that the Tenant failed to pay rent of \$1,975.00 that was due on July 1, 2012. The stated effective date of the notice is shown as July 21, 2012.

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claim for recovery of litigation costs (postage) is dismissed.

The Tenant has acknowledged receiving the Landlord's notice to end tenancy for unpaid rent dated July 11, 2012 and has confirmed in her direct testimony that she agrees with all of the Landlord's monetary claim consisting of rent for (\$3,250.00) and utilities (\$550.00) and disputes the \$210.00 yard and maintenance claim. The Tenant stated that since receiving the notice that no rent has been paid up until the date of this hearing. Based upon the Tenant's direct testimony and the Landlord's documentary evidence, I find that the Landlord has established a claim for \$3,250.00 in unpaid rent and \$550.00 in unpaid utilities.

As for the \$210.00 claim for yard and garden maintenance, I find that the Landlord has established a claim for this amount. Both parties agreed that the Tenancy Agreement provides that the "Tenant agrees to maintain yard and garden, lawn cutting, plant/tree pruning, raking of leaves, etc to keep yard tidy." The Landlord stated that the Tenant was given verbal notice to correct the situation. The Tenant acknowledged that she, "let the grounds go". The Landlord stated that he waited 2 weeks and then hired someone to maintain the property. The Landlord has submitted a receipt for \$210.00 from L. Howe who performed the work.

Based upon the above facts, I find that the Landlord is entitled to an order of possession. 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.

As for the monetary order, I find that the Landlord has established a total monetary claim for \$4,010.00. The Landlord is also entitled to recovery of the \$100.00 filing fee. I order that the Landlord retain the \$812.50 security deposit and the \$200.00 pet damage deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$3,097.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$3,097.50. The Landlord may retain the security and the pet damage deposits.

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: August 21, 2012.

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Residential Tenancy Branch