



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. An Order to retain the security deposit / pet deposit - Section 38
3. An Order to recover the filing fee for this application - Section 72.

Based on the landlord's *details of dispute*, I accept the landlord is also applying for:

4. Monetary Order for unpaid rent - Section 67;

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided proof of registered mail service to the tenant.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on November 10, 2012. Rent in the amount of \$1025.00 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 \$512.50 which the landlord retains in trust. The tenant failed to pay the balance of rent for January 2013, and the rent for the month of February 2013 and on February 08, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay all payable rent in the month of March 2013 – however paid a total of \$714.00 toward arrears by March 04, 2013. The quantum of the landlord's monetary claim is for all the arrears in rent. The landlord also seeks unpaid electricity utility to the end of the tenancy in the amount of \$102.33 and \$30.00 for boat parking. The landlord provided proof of tenant responsibility for the electricity utility by way of the tenancy agreement and a demand letter for the utility dated February 22, 2013. The landlord provided evidence by way of the tenant's accounting ledger in respect to the boat parking. The landlord also seeks an immediate Order of Possession.

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. 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**.

I also find that the landlord has established a monetary claim for \$1676.00 in unpaid rent, \$30.00 for boat parking and utilities of \$102.33. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1858.33**. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

| | |
|---|------------------|
| Rental Arrears due on February 01, 2013 | \$1365.00 |
| March rent + \$30 boat rental space | 1055.00 |
| Electricity utility | 102.33 |
| <i>Tenant payment toward arrears by March 04,2013</i> | -714.00 |
| Filing Fees for the cost of this application | 50.00 |
| Less Security Deposit | -512.50 |
| Total Monetary Award | \$1345.83 |

Conclusion

I grant an Order of Possession to the landlord **effective 2 days from the day it is served** on the tenant. The tenant must be served with this **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.

I Order that the landlord retain the **deposit** of \$512.50 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$1345.83**. If necessary, 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 both parties.

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: March 21, 2013

Residential Tenancy Branch