



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, MNR, MNSD, FF

Introduction

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

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

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 mail registration inclusive of the tracking number for the mail. The landlord was given full opportunity to be heard, to present evidence and to make submissions. The landlord testified the tenant still resides in the rental unit.

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 December 08, 2012. Rent in the amount of \$1050.00 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 \$525.00. The tenant failed to pay all rent in the month of January 2013 and paid no rent for February 2013 and on February 14 the landlord served the tenant with a notice to end tenancy for non-payment of rent in the amount of \$1885.00. The tenant further failed to pay rent in the

month of March 2013 and for the month of April 2013. The quantum of the landlord's monetary claim is for arrears of rent. In addition the landlord provided, in their amended portion of their application, proof the tenant owes electrical utilities in the amount of \$261.59.

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 unpaid rent. I will allow the landlord unpaid rent for April 2013 in the limited amount of \$525.00 – representing rent to April 15, 2013. If the landlord is unable to re-rent the unit for the balance of the month of April 2013, they are at liberty to reapply for further compensation representing the balance for April 2013 rent. With respect to the landlord's claim for utilities I am satisfied based on the evidence presented by the landlord that the tenant agreed to pay utilities as part of their tenancy agreement and have not done so. That claim is therefore allowed in the amount of \$261.59. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$3771.59**. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

| | |
|--|------------------|
| Rental Arrears to <i>April 15, 2013</i> | \$3460.00 |
| Electrical utilities | \$261.59 |
| Filing Fees for the cost of this application | 50.00 |
| Less Security Deposit and applicable interest <i>to date</i> | -525.00 |
| Total Monetary Award | \$3246.59 |

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 \$525.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$3246.59**. 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: April 04, 2013

Residential Tenancy Branch