



# 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, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord provided evidence that on April 18, 2013, in the presence of a witness, the landlord personally served the tenant with the application for dispute resolution and notice of hearing. I accepted the landlord's evidence that the tenant had been served with notice of the hearing, and I proceeded with the hearing in the absence of the tenant.

The landlord confirmed that he is not the owner but the "principal tenant" of the rental unit, and he has permission of the owner to sublet to other tenants. I therefore determined that I did have jurisdiction to hear this matter.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

### Background and Evidence

The tenancy began on December 1, 2012. Rent in the amount of \$450 is payable in advance on the first day of each month. The tenant is also required to pay 30 percent of the hydro costs. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$225. The tenant failed to pay full rent in the month of April 2013 and on April 2, 2013 the landlord served the tenant with a notice to end

tenancy for non-payment of rent. The tenant further failed to pay rent in the month of May 2013. The landlord has claimed \$225 in unpaid rent for April 2013; \$450 in lost revenue for May 2013; \$32.14 for 30 percent of the April 5, 2013 hydro bill; and \$14.74 for 30 percent of the May 5, 2013 hydro bill.

### 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. 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.

As for the monetary order, I find that the landlord has established a claim for \$721.88 in unpaid rent, lost revenue and unpaid hydro. The landlord is also entitled to recovery of the \$50 filing fee.

### Conclusion

I grant the landlord an order of possession effective two days from service. 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.

The landlord is entitled to \$771.88. I order that the landlord retain the security deposit of \$225 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$546.88. This order may be filed in the Small Claims Court 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: May 16, 2013

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Residential Tenancy Branch