



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: OPR, MNR, MNSD, FF

Introduction:

This was an application by the landlord for an Order for Possession, a Monetary Order and an Order to retain the security deposit in partial satisfaction of the monetary claim. Only the landlord attended the application.

Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

Background and Evidence:

The landlord testified that the tenancy began in June 2001 with the tenant's father and that this tenant commenced her tenancy in substitution of her father on June 1, 2010 with rent in the amount of \$ 1,200.00 due in advance on the first day of each month. The original tenant paid a security deposit of \$ 450.00 on June 1, 2001 which the landlord retained pursuant to the subsequent tenancy with this tenant. The landlord testified that she served the Notice to End the tenancy on June 3, 2013 by handing it to the tenant that day and the dispute resolution package by handing it to the tenant on June 16, 2013. The landlord claimed that the tenant owed arrears of rent for June amounting to \$ 680.00 and failed to pay any of the rent at \$ 1,200.00 for July. In addition the landlord claimed that pursuant to the oral tenancy agreement the tenant was responsible for one half of the gas utilities and that the tenant owed \$ 248.00 for May and June. However the landlord only claimed \$ 154.00 for the utilities in her Application. The landlord also testified that the tenant caused damage to the washroom cabinets but had not submitted any particulars of that claim.

Analysis:

Pursuant to section 71(2) of the Act and the evidence of the landlords I find that the dispute package has sufficiently been served by June 16, 2013. Based on the evidence of the landlord I find that the tenant was personally served with a Notice to End Tenancy for non-payment of rent on June 16, 2013. The tenant has not paid all the outstanding rent on time and has not applied for arbitration 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 for

possession effective two days after service on the tenant. I find that the landlord has established a claim for unpaid rent totalling \$ 1,880.00. for the month(s) of June and July 2013. I allow the landlord's claim for unpaid utilities amounting to 154.00 as that was the amount she claimed in the Application . The landlord is entitled to recover the \$50.00 filing fee for this application for a total claim of \$ 2,084.00.

Conclusion:

I have granted the landlord an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I order that the landlord retain the deposit inclusive of interest at \$ 474.14 and I grant the landlord an order under section 67 for the balance due of **\$ 1,609.86**. This order may be filed in the Small Claims Court and enforced as an order of that Court. This Decision and all Orders must be served on the tenant as soon as possible. The landlord has leave to reapply for any damage to the unit.

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 16, 2013

Residential Tenancy Branch