



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, 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 and T.M., one of the two tenant respondents, attended the hearing. The tenant D.F. did not participate in the hearing despite having been served with the application for dispute resolution and notice of hearing. T.M. stated that he could represent D.F.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and utilities?

Background and Evidence

The tenancy began on or about February 15, 2013. T.M. argued that D.F. was not supposed to be on the agreement and also initially stated that he had not signed an agreement, although when I advised that the agreement submitted by the landlord had 2 tenant signatures at the bottom of each page, he stated that he had probably signed it. Rent in the amount of \$900.00 is payable in advance on the first day of each month. At the outset of the tenancy T.M. paid a security deposit in the amount of \$345.00.

T.M. acknowledged that the full amount of rent had not been paid for the month of September and that he received a 10 day notice to end tenancy for unpaid rent on September 2, 2013. T.M. further acknowledged that he had not paid utility charges for the months of July and August totaling \$89.18, which represents 41.77 for natural gas and \$47.41 for hydro.

Analysis

The tenants acknowledged that they did not pay rent in September and that they received a 10 day notice to end tenancy for unpaid rent on September 2, 2013. As the tenants did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and are 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. Although the tenants asked that the order not be effective until September 30, as they have not paid the rent due in September, I see no reason to delay the effective date of the order and the order is therefore effective 2 days after service. Should the tenants 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 is entitled to recover the \$690.00 in unpaid rent for the month of September, the \$89.18 in utility charges which they acknowledged were owing as well as the \$50.00 filing fee paid to bring this application for a total entitlement of \$829.18. I order that the landlord retain the \$345.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$484.18. 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 \$484.18. The landlord will retain the security deposit.

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: September 19, 2013

Residential Tenancy Branch

