



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession and a monetary order. Although served with the Application for Dispute Resolution and Notice of Hearing by personal service on September 19, 2013, the Tenant did not appear.

Issue(s) to be Decided

- Is the landlord entitled to an order of possession and, if so, upon what terms?
- Is the landlord entitled to a monetary order and, if so, in what amount?

Background and Evidence

This month-to-month tenancy commenced August 1, 2013 when then tenant took over the rental unit from his father, who had rented the house for twelve years. The monthly rent of \$2400.00, which included the water bill, was due on the first day of the month. The landlord and the tenant agreed that the hydro bill would be put into the landlord's name and the tenant would pay the landlord the amount due. A security deposit was not paid by the tenant.

The landlord testified that the tenant was served with a 10 Day Notice to End Tenancy for Non-Payment of Rent on September 4, 2013 by personal service. That document includes information advising the tenant that the notice is cancelled if the tenant paid the arrears of rent within five days. It also advises that the tenant has five days to dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. The landlord testified that the tenant did neither.

The landlord testified that the tenant has only paid part of the rent for August and September and the arrears total \$1250.00. In addition, the unpaid hydro bill is \$138.25.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the *Residential Tenancy Act* 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 effective two days after service on the Tenant.

I find that the landlord has established a total monetary claim of \$1438.25 comprised of arrears of rent for August and September in the amount of \$1250.00, unpaid hydro bill in the amount of \$138.25 and the \$50.00 fee paid by the landlord for this application and I grant the Landlord an order under section 67 in the amount of \$1438.25.

The tenant has not paid the October rent but as the landlord did not include a claim for that amount in this application for dispute resolution I am not able to include that amount in this monetary order. However, the landlord may file another application for dispute resolution for any claims that are not included in this application including unpaid rent, unpaid hydro bills, cost of the eviction and, if applicable, damages and cleaning.

Conclusion

- a. An order of possession effective two days after service on the Tenant has been granted. If necessary, this order may be filed in the Supreme Court and enforced as an order of that Court.
- b. A monetary order in favour of the landlord in the amount of \$1438.25 has been granted. If necessary, it may be filed in the Provincial Court (Small Claims) 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: October 02, 2013

Residential Tenancy Branch

