



Dispute Resolution Services

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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 based on a Notice to End Tenancy for Unpaid Rent dated October 10, 2013 and a monetary order for rent owed.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on October 21, 2013, the tenant did not appear.

At the outset of the hearing, the landlord stated that they are no longer seeking an Order of Possession as the tenant vacated the unit on November 1, 2013. The landlord still seeks a monetary order for the rent owed.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for rental arrears?

Background and Evidence

The landlord testified that the tenancy began in August 2013, at which time the tenant paid a security deposit of \$450.00. The landlord testified that when the tenant failed to pay \$900.00 rent due on September 2013 and also failed to pay \$900.00 for rent due on October 2013, a 10-Day Notice to End Tenancy for Unpaid Rent was issued and served to the tenant in person on October 10, 2013.

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated October 10, 2013 with effective date of October 21, 2013 and a copy of the tenancy agreement.

The landlord stated that the tenant also owes an additional amount for utilities. However, the landlord did not submit a copy of the utility invoice. The landlord also failed to submit a copy of a written demand for the payment of the water bill dated 30 days prior to including this debt on the 10-Day Notice for Unpaid Rent.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. The tenant has not paid the outstanding rent and did not apply to dispute the Notice.

I find that the landlord has established a total monetary claim for rental arrears of \$1,850.00, comprised of rental arrears totaling \$1,800.00 and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the tenant's security deposit of \$450.00 in partial satisfaction of the claim, leaving a balance due to the landlord in the amount of \$1,400.00.

However, I find that the portion of the landlord's application relating to the claim for utilities must be dismissed. Section 46, (6) states that if a tenancy agreement requires the tenant to pay utility charges to the landlord, and the utility charges are unpaid more than 30 days after the tenant is given a written demand for payment of them, the landlord may treat the unpaid utility charges as unpaid rent and may give a Ten-Day Notice based on utilities owed. However, I find that the landlord in this instance, failed to prove that the tenant was given a written demand for the utility payment and the landlord also did not supply a copy of the water bill to support the claim.

I hereby grant the Landlord an order, under section 67 of the Act, for \$1,400.00. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is successful in the application and is granted a monetary order for rental arrears. The request for the order of possession was found to be moot, as the tenant vacated prior to the hearing.

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: December 03, 2013

Residential Tenancy Branch

