



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 is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package, I am satisfied that both parties have been properly served. The Tenant confirms receiving the Landlord's evidence package and states that he has not submitted any documentary evidence.

It was clarified with both parties that the Landlord's initial application to include OPB, a request for an order of possession as the Tenant has breached an agreement with the Landlord and ET, the Landlord's request for an early end to the tenancy and to obtain an order of possession is dismissed from this application. The hearing shall proceed on the Landlord's request for an OPR, MNR, MNSD and FF.

Issue(s) 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?

Is the Landlord entitled retain the security deposit?

Background and Evidence

This Tenancy began on February 2, 2011 as shown by the submitted copy of the signed tenancy agreement. The Landlord states that monthly rent is \$1,000.00 payable on the last day of each month and that a \$587.50 security deposit was paid.

Both parties agreed that the Landlord served the Tenant with a 10 day notice to end tenancy issued for unpaid rent dated December 26, 2013 in person on the same date. The notice states that the Tenant failed to pay rent of \$1,000.00 that was due on December 1, 2013 and that the Tenant failed to pay utilities owed of \$733.76 following a written demand made on December 22, 2013. The notice states an effective vacancy date of December 26, 2013.

Both parties agreed upon review of the Landlord's utility invoices that there was an error and that both parties now agree that the total utilities owed by the Tenant is \$578.74 as opposed to the original amount noted as \$733.76.

The Landlord seeks an order of possession and a monetary order for unpaid rent of \$2,000.00 and \$578.74 for utilities. The Landlord also seeks \$50.00 for two late rent fees at \$25.00 for two months.

The Tenant confirmed in his direct testimony that no rent was paid for December or January totalling, \$2,000.00, \$578.74 for utilities and \$50.00 for two late rent fees.

Analysis

I accept the undisputed testimony of both parties and find that the Landlord has established a claim for unpaid rent based upon the submitted evidence. I find that the Landlord has properly serve the Tenant with a 10 day notice to end tenancy issued for unpaid rent. The Tenant confirms in his direct testimony that no rent was paid nor was there an application filed to dispute the notice. The Landlord is granted an order of possession. 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 an enforced as an order of that Court.

As for the monetary claim, I find based upon the agreed upon details of both parties that the Tenant failed to pay rent of \$1,000.00 for December, \$1,000.00 for January, \$578.74 in utilities and \$50.00 for two late rent fees, totalling, \$2,628.54. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$587.50 security deposit in partial satisfaction of the claim and I grant a monetary order for the balance due of \$2,041.24. 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 \$2,041.24. The Landlord may 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: January 16, 2014

Residential Tenancy Branch

