



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF MNDC MNR MNSD OPR

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent, unpaid utilities, compensation for damage to the rental unit, and to recover the RTB filing fee.

The landlord's representative attended the hearing and gave affirmed evidence. The tenants did not attend. The landlord's representative gave evidence that he served the tenants with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on December 20, 2013 and he provided Canada Post receipts with tracking numbers. I find that the tenants were properly served.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's representative gave evidence that the parties entered into a tenancy agreement in approximately July 2012 but the agreement was not put in writing. The tenants are obligated to pay \$1,300.00 in rent in advance on the first day of the month. The tenants are also obligated to pay 50% of the cost of gas and hydro. No security deposit was paid.

The landlord's representative said that the tenants paid only \$866.66 in rent in each of October, November, and December 2013, and they also made a partial payment of \$333.36 at some point during the period October 1 to December 1, 2013. By December 4, 2013, the tenants owed \$966.66 in unpaid rent.

The landlord's representative said the landlord gave the tenants a photocopy of a gas and hydro invoice that indicated the tenants' share was \$272.35. The invoice was due on December 17, 2013 but the tenants' share was due to the landlord promptly on providing the photocopied invoice to the tenants. The amount was outstanding on December 4, 2013.

The landlord's representative served a Notice for Unpaid Rent or Utilities (the "Notice") by personal service to one of the tenants on December 4, 2013. The landlord's representative gave evidence that the tenants made no payments for either rent or utilities within five days of receiving the Notice.

The landlord's representative said the tenants made a partial payment of \$866.66 for January 2014 rent. The total amount the tenants now have outstanding in rent is \$1,400.00.

The landlord's representative said the landlord has since provided another photocopied invoice for hydro and gas to the tenants which indicates that the tenants' share is \$380.00. The invoice was due January 21, 2014 but the tenants' share was due to the landlord promptly on receiving the photocopied invoice. The tenants have not paid this amount, and the total amount the tenants now have outstanding in utility payments is \$652.35.

The landlord is also entitled to recover the RTB filing fee of \$50.00.

The landlord's representative said the tenants have caused significant damage to the rental unit. He did not provide evidence of the specific nature of the damage or the resulting costs for the landlord.

Analysis

I find that the tenants received the Notice on December 4, 2013. I accept the landlord's undisputed evidence and I find that the tenants did not pay the rental arrears and did not apply to dispute the Notice and are therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. I grant the landlord an order of possession which must be served on the tenants. Should the tenants fail to comply with the order, it may be filed for enforcement with the Supreme Court.

I accept the landlord's evidence that the tenants have failed to pay \$1,400.00 in rent that was due in October, November, and December 2013 and January 2014. I also accept the landlord's evidence that the tenants have failed to pay \$652.35 in utilities that

was due in December 2013 and January 2014. I find that the landlord is entitled to recover the rental and utility arrears and the RTB filing fee and I grant the landlord a monetary order for \$2,102.35. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The landlord has not provided specific evidence regarding damage to the rental unit. The landlord's claim for compensation for damage to the rental unit is therefore dismissed, with leave to reapply.

Conclusion

I grant the landlord an order of possession and a monetary order for \$2,102.35.

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 24, 2014

Residential Tenancy Branch