



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled to deal with applications from both the tenant and the landlord. The tenant applied to cancel a notice to end tenancy. The landlord applied for an order of possession and a monetary order for unpaid rent, unpaid utilities, and money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

The landlord attended the teleconference hearing and gave evidence, but the tenant did not attend.

Issue(s) to be Decided

Should the notice to end tenancy be cancelled?
If not, is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord provided a copy of the tenancy agreement, which indicates that the tenancy started July 1, 2013 and the tenant is obligated to pay \$930.00 rent monthly in advance on the first day of the month. The tenancy agreement also indicates that electricity is not included in the rent. The tenant paid a security deposit of \$465.00.

The landlord gave evidence that he served the Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") by putting the Notice at the tenant's door on February 6, 2014. According to Section 90, a Notice served in this way is deemed to be received by the tenant the third day after it is left.

The landlord's evidence is that the Notice specified the tenant had failed to pay \$500.00 in rent that was due February 1, 2014 and failed to pay utilities (BC Hydro) of \$342.09 after receiving a written demand dated January 1, 2014. The landlord's evidence is that the tenant has not made any further payments for rent or utilities and now owes an additional \$930.00 rent for March 2014 and \$140.32 for a BC Hydro invoice for the period January 3, 2014 through March 3, 2014.

The landlord also gave evidence that the Strata Council charged him three \$200.00 fines for noise complaints against the tenant. The landlord seeks reimbursement of the \$600.00 he paid the Strata Corporation because of the tenant's noise.

The landlord wishes to apply the \$465.00 security deposit against the money owed him by the tenant.

Analysis

I find the tenant received the Notice on February 9, 2014. I accept the undisputed evidence of the landlord that the tenant did not pay the \$500.00 unpaid balance of February 2014 rent and has not paid any of the \$930.00 rent for March 2014, and the tenant did not pay the unpaid utilities of \$342.09 and has not paid utilities that came due on March 3, 2014 for \$140.32.

The landlord is therefore entitled to a monetary order for unpaid rent of \$1,430.00 and unpaid utilities of \$482.41. The landlord is also entitled to recover the \$600.00 in strata fines and his RTB filing fee of \$50.00. The total amount due the landlord is \$2,562.41. I order that the landlord retain the security deposit of \$465.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2,097.41. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant did not attend the hearing and her application to cancel the Notice is dismissed. The landlord is therefore entitled to an order of possession. I grant the landlord an order of possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

Conclusion

The tenant's application is dismissed. I grant the landlord an order of possession and a monetary order for \$2,097.41. The landlord may also 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: March 31, 2014

Residential Tenancy Branch

