



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bartizan Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR OPR MNR MNSD MNDC FF

Introduction

This hearing dealt with a applications by the tenant and the landlord. The tenant applied to cancel a notice to end tenancy. The landlord applied for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. As the tenant did not attend the hearing, and the landlord appeared and was ready to proceed, I dismissed the tenant's application without leave to reapply.

The landlord submitted evidence that they served the tenant with their application for dispute resolution and notice of hearing by registered mail on May 27, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on June 1, 2014, and I proceeded with hearing the landlord's application in the absence of the tenant.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on June 1, 2013. Rent in the amount of \$925 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$462.50. In January 2014 the tenant's co-tenant moved out, and the tenant and the landlord entered into a revised tenancy

agreement naming only the tenant and not her co-tenant. The rent remained at \$925 and the security deposit was transferred to the new agreement. The tenant failed to pay rent in the month of May 2014 and on May 16, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the months of June and July 2014. She also failed to pay her electric bill, in the amount of \$836.18. The landlord has claimed three months of unpaid rent and the utility bill.

In support of their claim the landlord submitted a copy of the utility bill. The landlord gave testimony in the hearing regarding the notice to end tenancy issued May 16, 2014, and I allowed the landlord to submit a copy of the notice and a copy of a proof of service document after the teleconference hearing had concluded. The proof of service document indicated that the notice had been posted to the rental unit door in the presence of a witness on May 16, 2014.

Analysis

I have reviewed all evidence and I accept that the tenant was served with the notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on May 19, 2014.

I accept the evidence before me that the tenant has failed to pay the rent owed within the five days granted under section 46(4) of the Act. I find that the tenant is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. The landlord is therefore entitled to an order of possession.

As for the monetary order, based on the above-noted evidence I find that the landlord has established a claim for \$2775 in unpaid rent and lost revenue. I also accept that the utility bill is attached to the rental property and will become the landlord's debt, and for that reason I grant the landlord \$836.18 for the unpaid utility bill. The landlord is also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective two days from service. 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 and enforced as an order of that Court.

The landlord is entitled to \$3661.18. I order that the landlord retain the security deposit of \$462.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3198.68. This order may be filed in the Small Claims Court 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: July 16, 2014

Residential Tenancy Branch

