



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on September 30, 2011. Rent of \$2,500.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$1,250.00 as a security deposit and \$1,250.00 as a pet deposit from the Tenant. The Tenant owed arrears and failed to pay rent for June 2014 and on June 3, 2014 the

Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice on the door. The Notice sets out that the Tenant owes \$8,600.00 owed in rent as of June 1, 2014 and includes June 2014 rent. The Tenant has not made an application for dispute resolution. Between June 3 and July 8, 2014 the Landlord received payments towards the rental arrears, the Tenant was given receipts for "use and occupancy only" for these payments and the Landlord claims the remaining arrears of \$6,200.00. This amount does not include any rent for July 2014. The Tenant moved out of the unit on or before July 4, 2014 and the Landlord withdraws the claim for an order of possession.

The Landlord also claims \$437.52 for unpaid water charges. It is noted that the tenancy agreement provides for \$25.00 per month for water consumption. The Landlord indicates that this arrangement was changed and that the Tenant was required to pay an extra amount for water. The Landlord does not have a copy of any written agreement on this requirement. The Landlord claims \$437.50 as arising from the requirement.

Analysis

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement. Based on the Landlord's undisputed evidence I find that the Tenant has not paid the rent as claimed and that the Landlord is entitled to unpaid rent of \$6,200.00.

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Given that there is no evidence of any written agreement on water other than as contained in the tenancy agreement and given that the amount being claimed is not based on the amount provided for in the tenancy agreement, I dismiss the Landlord's claim for water costs.

As the Landlord no longer requires an order of possession, it is not necessary to consider the validity of the Notice.

As the Landlord's application has met with some success I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$6,250.00**. Deducting the combined security and pet deposit of **\$2,500.00** plus zero interest from the entitlement leaves **\$3,750.00** owed by the Tenants to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$2,500.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$3,750.00**. If necessary, 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 14, 2014

Residential Tenancy Branch

