



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Blue Northern Ind. Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, OPE, MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession and a monetary order. Although served with the Application for Dispute Resolution and Notice of Hearing by personal service the Tenant did not appear.

### Issue(s) to be Decided

- Is the landlord entitled to an order of possession and, if so, upon what terms?
- Is the landlord entitled to a monetary order and, if so, in what amount?
- Is the landlord entitled to retain the security deposit?

### Background and Evidence

This month-to-month tenancy commenced at the beginning of January, 2014. The monthly rent of \$1200.00 was due on the first day of the month. In addition, the tenant was to pay \$200.00 towards hydro each month. The landlords did not collect a security deposit or pet damage deposit.

The landlord testified that the tenant was served with a 10 Day Notice to End Tenancy for Non-Payment of Rent by personal service on June 6, 2014. That document includes information advising the tenant that the notice is cancelled if the tenant paid the arrears of rent within five days. It also advises that the tenant has five days to dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. The landlord testified that the tenant did neither.

The landlord testified that as of June 6 the arrears of rent and hydro were \$2773.75. The tenant moved some of his possessions out of the rental unit over the summer, most recently removing items from the garage at the end of August. He has never returned the keys to the landlords or given the landlords any notice that he has moved out. He has not paid anything towards rent or hydro since receiving the 10 Day Notice to End Tenancy.

The landlord testified that they sold a hot tub on behalf of the tenant and the tenant should be credited with \$1500.00 towards the arrears of rent.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the *Residential Tenancy Act* to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an order of possession effective two days after service on the tenant.

I find that the landlord has established a total monetary claim of \$5723.75 comprised of unpaid rent up to and including June in the amount of \$2773.75; unpaid rent for July, August and September in the amount of \$3600.00; unpaid hydro for June, July, August and September in the amount of \$800.00; and the \$50.00 fee paid by the landlord for this application; less a credit of \$1500.00; and I grant the Landlord an order under section 67 in this amount.

Conclusion

- a. An order of possession effective two days after service on the Tenant has been granted. If necessary, this order may be filed in the Supreme Court and enforced as an order of that Court.
- b. A monetary order in favour of the landlord in the amount of \$5723.75 has been granted. If necessary, it may be filed in the Provincial Court (Small Claims) 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: September 05, 2014

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Residential Tenancy Branch

