



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Balfour Holdings Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit. The tenant did not participate in the conference call hearing. The landlord testified that in the presence of a witness, he personally served the tenant with the application for dispute resolution and notice of hearing and that the day before the hearing, he discussed the upcoming hearing with the tenant. I was satisfied that the tenant had notice of the claim against her and the hearing proceeded in her absence.

Issues 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 undisputed testimony is as follows. The tenant is obligated to pay \$800.00 per month in rent. The tenant was \$200.00 in arrears as of the beginning of May 2014 and failed to pay any rent whatsoever for May and June. On June 5 in the presence of a witness, the landlord personally served on the tenant a 10 day notice to end tenancy (the "Notice"). The tenant did not vacate the unit pursuant to the Notice, did not pay the rental arrears and failed to pay rent in July, August and September.

The landlord testified that the tenant is obligated to pay a portion of the utility charges for the residential property to occupants who reside in the upper portion of the property. The tenant has failed to pay approximately \$1,054.00 in utility charges.

The landlord seeks an order of possession and a monetary order for unpaid rent, loss of income, unpaid utilities and the \$50.00 filing fee paid to bring his application.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant received the Notice on June 5. The tenant did not dispute the Notice or pay the arrears and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. I find that the landlord is entitled to an order of possession and I grant him an order which may be filed in the Supreme Court for enforcement.

I find that the tenant failed to pay rent in the months of May – September inclusive and that she owes an additional \$200.00 in arrears for months prior to May for a total of \$4,200.00 owing to the landlord. I award the landlord \$4,200.00.

The landlord has not yet paid the upstairs occupants for the utilities owed to them and has not provided copies of utility bills or a copy of the tenancy agreement showing what the tenant is responsible to pay. I dismiss with leave to reapply the landlord's claim for unpaid utilities until such time as he can prove his loss.

As the landlord has been substantially successful in his claim, I find that he should recover his filing fee and I award him \$50.00.

Conclusion

The landlord is granted an order of possession.

The landlord has been awarded a total of \$4,250.00. I order the landlord to retain the \$400.00 security deposit in partial satisfaction of the claim and I grant him a monetary order under section 67 for the balance of \$3,850.00. This order may be filed in the Small Claims Division of the Provincial 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: September 09, 2014

