



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OPR, MNR, MNSD, MNDC, FF

### Introduction

In the first application the tenant Mr. D.P. seeks to cancel a Notice to End Tenancy dated September 9, 2014.

In the second application the landlords seek an order of possession pursuant to the Notice and a monetary award for unpaid rent and utilities. At hearing their claim was amended to include a claim for loss of rental income for the month of November 2014. They sought to introduce evidence about damage to the premises but as it was not included in this claim I declined to hear it. They are free to re-apply in that regard.

The tenant Mr. L.K. attended the hearing. The tenant/applicant Mr. D.P. did not, though he was in the next room and was summoned by Mr. L.K.

### Issue(s) to be Decided

Is the ten day Notice a valid Notice? What, if anything, are the landlords' owed?

### Background and Evidence

The rental unit is a three bedroom house. The tenancy started August 1, 2014 for a fixed term to October 31, 2014. The written tenancy agreement requires that the tenants vacate the property at that time.

The monthly rent is \$1635.00, due on the first of each month, in advance. The landlords hold an \$800.00 security deposit.

The landlords' uncontradicted evidence is that the tenants paid only \$1000.00 for September rent and nothing since.

In August they presented the tenants with a \$290.76 water bill. The tenancy agreement shows that the rent does not include water and so the bill is the tenants' responsibility.

The tenants did not pay the bill. The landlords paid the bill themselves which, with interest, came to \$364.12.

The tenant Mr. L.K. acknowledged that the tenants had received the landlords' application. He offered no valid defence to it, saying only that he's been paying the power bill, also the tenants' responsibility under the tenancy agreement. He appeared to be unaware that his tenancy agreement requires him to vacate the premises in two days from now.

### Analysis

The ten day Notice to End Tenancy dated September 9<sup>th</sup> and which I find was personally served on the tenants on that day, is an effective Notice. As a result this tenancy ended on September 20, 2014 and the landlords are entitled to an order of possession.

I grant the landlords a monetary award for the \$364.12 water bill, \$635.00 for the remainder of the September rent and \$3270.00 for loss of rental income from the months of October and November 2014, plus recovery of the \$50.00 filing fee. I authorize the landlords to retain the \$800.00 security deposit in reduction of the amount awarded. There will be a monetary order against the tenants jointly and severally for the remainder of \$3519.12.

### Conclusion

The tenant Mr. D.P.'s application is dismissed. The landlords' application as amended is allowed.

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: October 29, 2014

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Residential Tenancy Branch

