



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1147 in order to enable the tenant to connect with this teleconference hearing scheduled for 1130. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord provided sworn testimony that she served the tenant with the Notice of Dispute Resolution Hearing, including the documentary evidence before me, personally on or about 11 September 2014. I accept that the tenant was properly served with the Notice of Dispute Resolution Hearing package.

The landlord advised me that the tenant had removed some of her belongings from the rental unit, but that there were still personal belongings in the rental unit and the key had not yet been returned.

At the hearing the landlord asked to amend her application. I allowed the landlord to amend her application to include rent for October and to withdraw her claim of damages. The landlord also withdrew her claim for a "Pet Deposit". There is no prejudice to the tenant in allowing the landlord to withdraw either claim and allow these amendments. Further, I allow the amendment to the claim to include October's rent on

the basis that the tenant ought to have known she would have liability for October if she continued to occupy and use the rental unit.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent? Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

While I have turned my mind to all the documentary evidence, including photographs, miscellaneous letters and text messages, and the testimony of the landlord, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each are set out below.

The landlord provided sworn, undisputed testimony.

The landlord and tenant did not sign a written tenancy agreement. The landlord testified that the tenancy began 15 June 2014. Rent of \$550.00 was payable monthly. The landlord collected a security deposit of \$275.00 at the beginning of the tenancy. The landlord did not collect any pet deposit.

The landlord testified that she served the 10 Day Notice to End Tenancy (the 10 Day Notice) on 4 August 14 by posting it on the door. The landlord testified that the tenant has not paid rent for August, September or October 2014.

The landlord testified that the tenant ordered "On Demand" services through TELUS. The landlord testified that, when asked, the tenant agreed that she had incurred the charges and agreed to compensate the landlord for those charges. The landlord has provided me with invoices that set out the itemized charges:

<b>Item</b>	<b>Amount</b>
Invoice dated 1 July 2014	\$23.00
GST	1.15
Invoice dated 1 August 2014	71.00
GST	3.55
Invoice dated 1 September 2014	57.00
GST	2.85
<b>Total</b>	<b>\$158.55</b>

### Analysis

I have reviewed all documentary evidence and accept the tenant has been deemed served with 10 Day Notice as declared by the landlord. In accordance with sections 88 and 90 of the Act, the 10 Day Notice is deemed served on 7 August 2014, the third day after its posting. The tenant has not filed an application disputing the 10 Day Notice. I accept the evidence before me that the tenant has failed to pay the rent owed in full within the five days granted under subsection 46(4) of the Act. Based on the foregoing, I find that the tenant is conclusively presumed under subsection 46(5) of the Act to have accepted that the tenancy ended on the effective date of the 10 Day Notice, 1 September 2014. I grant the landlord an order of possession.

The landlord provided sworn and undisputed testimony that the tenant has not paid rent or compensation pursuant to section 57 of the Act for August 2014, September 2014, and October 2014. I accept that the landlord is entitled to \$1,650.00 in rent and compensation.

The landlord provided sworn and undisputed testimony that the tenant has not paid for cable services provided to her. The landlord testified that the tenant acknowledged that she owed these amounts to the landlord. I accept that the landlord is entitled to recover the costs of the "On Demand" services in the amount of \$158.55.

The landlord testified that she continued to hold the tenant's \$275.00 security deposit. No interest is payable. Although the landlord's application does not seek to retain the security deposit, using the offsetting provisions of section 72 of the Act, I allow the landlord to retain the security deposit in partial satisfaction of the monetary award.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$1,633.55 under the following terms:

Item	Amount
Unpaid August Rent	\$550.00
Unpaid September Rent	550.00
Unpaid October Rent	550.00
TELUS On Demand	158.55
Offset Security Deposit Amount	-225.00
Recovery of Filing Fee for this Application	50.00
<b>Total Monetary Order</b>	<b>\$1,633.55</b>

The landlord is provided with these orders in the above terms and the tenant must be served with this order as soon as possible. Should the tenant fail to comply with these orders, these orders may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

I grant an order of possession to the landlord effective **two days after service of this order** on the tenant(s). Should the tenant(s) fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: October 31, 2014

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Residential Tenancy Branch

