



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, 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;
3. An Order to recover the filing fee for this application - Section 72.

Both parties attended the hearing and were given full opportunity to present all *relevant* evidence and testimony in respect to the application claims and to make relevant prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

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 July 01, 2013. The tenant testified they remain in the unit but that they are vacating in a week.

The tenancy agreement states that rent in the amount of \$1200.00 is payable in advance on the first day of each month and that the, "tenant will pay 100% of utility". At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$600.00, held in trust. The tenant acknowledged they failed to pay \$200.00 of the total rent in the month of August 2014 and did not pay rent for September through to November 2014. The landlord had served the tenant with a notice to end tenancy for

non-payment of rent on September 29, 2014 by posting it to their door claiming that the tenant owed \$1200.00 on September 01, 2014 with \$200.00 balance remaining for August 2014. In respect to utilities, the tenant claims they have paid in excess of their share of utilities as the residential property, as a whole, experienced a growth of occupants during the tenancy for which the tenant claims utilities rose in concert with the number of occupants. The landlord agreed that the tenant likely paid more than their share but the parties were not able to resolve this issue and arrive at agreement on an amount of deduction from the total amount of rent owed.

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed 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. I also find that the landlord has established a monetary claim for unpaid rent. The tenant was provided that it is available to them to make an application for dispute resolution if they have proof in support for their claims.

As far as the monetary Order is concerned, the security deposit will be off-set from the award made herein. The landlord is also entitled to recovery of the filing fee.

Calculation for Monetary Order

Rental Arrears – August to November 2014	\$3800.00
Filing fees	50.00
<i>Less security deposit</i>	<i>-600.00</i>
Total Monetary Award	\$3250.00

Conclusion

I grant an Order of Possession to the landlord **effective 2 days** from the day it is served on the tenant. The tenant must be served with this **Order of Possession**. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I Order that the landlord retain the security deposit of \$600.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance

due of **\$3250.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: November 04, 2014

Residential Tenancy Branch

