



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

Tenant: MT, DRI, CNR, CNC, OLC, FF  
Landlord: OPR, MNR, MNSD, FF

### **Introduction**

This hearing was convened in response to an application by the landlord **and** an application by the tenant.

The tenant filed pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows on March 13, 2015:

1. More time to make an application to cancel a Notice to end – Section 66
2. Dispute an additional rent increase – Section 43
3. To cancel an 10 Day Notice to End for Unpaid Rent - Section 46
4. To cancel a 1 Month Notice to end for Cause – Section 47
5. An Order for the landlord to comply with the Act – Section 62
6. An Order to recover the filing fee for this application - Section 72

The landlord filed pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows on March 30, 2015:

1. An Order of Possession for unpaid rent - Section 55
2. A Monetary Order for unpaid rent - Section 67
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72

Both parties appeared in the conference call hearing and participated with their prior submissions and testimony during the hearing and were given opportunity to settle their dispute during the hearing. Neither party requested an adjournment or a Summons to

Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

*Preliminary matters*

The tenant advised they are still residing in the rental unit; however they have secured new accommodations for May 15, 2015 and are vacating. The parties agreed and confirmed that the **tenancy will end May 15, 2015** and that the landlord will receive an **Order of Possession** effective on that date so as to perfect the parties' agreement. The hearing proceeded on the merits of the balance of the parties' relevant claims.

Effectively, as the tenant no longer disputes the landlord's Notice(s) to End the balance of the tenant's application, respecting a surviving tenancy, becomes irrelevant and is preliminarily dismissed. As the tenant was not successful in their application they are not entitled to recover their filing fee from the landlord.

**Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

**Background and Evidence**

The evidence of the landlord and the tenant is that this tenancy started November 01, 2014. Rent in the amount of \$475.00 is payable by the tenant in advance on the first day of each month and the tenant is responsible to pay for electricity and gas to their unit. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$238.00 which they retain in trust. The tenant failed to pay rent in the month of March 2015 and the landlord served the tenant with a Notice to End for Unpaid rent. The parties agree that the rent for March and April 2015 is currently in arrears.

The parties agreed that the only utility in dispute is the natural gas, for which the tenant agrees they are responsible, and for which the tenant has paid the landlord \$160.00 to

date. The landlord provided into evidence a copy of the natural gas utility bill due on February 28, 2015 stipulating the gas charges to that date as in the amount of \$438.91, for which the tenant agrees they are responsible in its totality – and specifically, for the difference, on reduction by what they have paid the landlord. The landlord claims that the tenant also owes the remaining gas utility to the end of the tenancy – which is currently undetermined.

### **Analysis**

On preponderance of all evidence submitted and upon all oral evidence provided by both parties I have reached a decision on all portions of the parties' relevant claims. I find that the landlord is entitled to an **Order of Possession**, as agreed by the parties.

I find that the landlord has established a monetary claim for the unpaid rent and the difference in the gas utility as provided. As the tenancy has not ended the security deposit must be administered at the end of the tenancy as required by the Act. As the landlord has been successful in their application they are entitled to recover their filing fee from the tenant. The landlord has leave to reapply for the balance of any utilities or unpaid rent owed to the end of the tenancy.

### ***Calculation for Monetary Order***

Unpaid rent for March and April 2015.	\$950.00
Difference of unpaid utilities (\$438.91 - \$160.00)	278.91
Filing fee	50.00
<b>Total Monetary Award to landlord</b>	<b>\$1278.91</b>

### **Conclusion**

The parties mutually resolved and agreed **the tenancy will end May 15, 2015**.

The remaining claims by the tenant are **dismissed**.

**I grant an Order of Possession** to the landlord **effective May 15, 2015**. 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 grant** the landlord a **Monetary Order** under Section 67 of the Act for the amount of **\$1278.91**. 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: April 22, 2015

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Residential Tenancy Branch

