



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MDSD & FF

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. 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.

I find that the one month Notice to End Tenancy was personally served on the Tenant on February 28, 2015. I find that the 10 day Notice to End Tenancy was personally served on the tenant on April 17, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the tenant on April 8, 2015. I find that the Amended Application for Dispute Resolution was personally served on the Tenant on April 30, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy started on December 1, 2014. The rent was \$1200 per month payable in advance on the first day of each month. The tenant paid a security deposit of 600 at the start of the tenancy.

There is a dispute between the parties on the evidence. The landlord testified there is a written tenancy agreement that provides that the tenant must pay 40% of the utilities. The tenant disputes the existence of the written tenancy agreement and that she is obliged to pay utilities. The landlord testified the tenant owes rent for March, April and May totaling \$1200. The tenant acknowledges she owes rent for May but disputes that she owes rent for March and April. The landlord has not issued receipts. Both parties testified they have text messages (which were not provided to the Residential Tenancy Branch) which support their version. The tenant(s) have remained in the rental unit.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on May 31, 2015 and they ask that the arbitrator issue an Order for Possession for that date.
- b. The parties agree the sum of \$1200 is owed in outstanding rent for May and consent to the arbitrator granting a monetary order in that sum.
- c. The parties agree that the landlord's claim for outstanding rent for March and April 2015 and the claim for utilities be dismissed with liberty to re-apply.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. The parties mutually agreed to end the tenancy on May 31, 2015.

Accordingly, I granted the landlord an Order for Possession effective May 31, 2015.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of May and the sum of \$1200 remains outstanding.

I ordered that the landlord's claim for non-payment of rent for March and April and the claim nor non-payment of utilities be dismissed with liberty to re-apply.

I granted the landlord a monetary order in the sum of \$1200. I dismissed the claim for the cost of the filing fee as that was not part of the settlement.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$600. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$600.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the 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: May 19, 2015

Residential Tenancy Branch

