



# 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 for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for an order of possession for the rental unit due pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("Notice"), a monetary order for unpaid rent and unpaid utilities, and for recovery of the filing fee paid for this application.

The landlord and his agent attended; the tenant did not attend the telephone conference call hearing.

The landlord stated that he served the tenant with the application for dispute resolution and notice of hearing by leaving the documents with the tenant on June 30, 2015.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlord and his agent were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit due to unpaid rent, monetary compensation, and to recovery of the filing fee paid for this application?

### Background and Evidence

The landlord stated that there was no written tenancy agreement; however he stated that the monthly rent was \$900.00, due on the first day of the month, and that the tenant

would pay the landlord for utilities, as the bills remained in the landlord's name, according to the landlord. The landlord submitted further that the tenant moved into the rental unit on September 1, 2014.

The landlord stated that on June 14, 2015, he served the tenant with the Notice, by leaving it with the tenant, listing unpaid rent of \$2800.00 as of June 1, 2015, and unpaid utilities of \$488.82 as of April 18, 2015. The effective vacancy date listed on the Notice was June 25, 2015.

The Notice informed the tenant that the Notice would be cancelled if the rent and utilities were paid within five days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution.

The landlord submitted that the tenant has not made any rent or utility payments since the Notice was issued.

The landlord's monetary claim is for a rent deficiency from March through June 2015 of \$2800.00 and unpaid utilities of \$488.82, as listed on the Notice. I note that the utilities as listed in the landlord's breakdown of his monetary claim total to \$487.75, and not the \$488.82 as listed on the Notice.

The landlord's relevant documentary evidence included, but was not limited to, a copy of the Notice and copies of the utility bills and statements. I note that the landlord included in this claim two charges he incurred in using his credit card to pay the utility bills of \$6.85 each.

I have no evidence before me that the tenant applied to dispute the Notice.

### Analysis

I find the landlord submitted sufficient evidence to prove that the tenant was served with the Notice, did not pay the outstanding rent or utilities or file an application for dispute resolution in dispute of the Notice within 5 days of service and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I therefore find that the landlord is entitled to and I grant an order of possession for the rental unit effective 2 days after service of the order upon the tenant. The order of possession for the rental unit is enclosed with the landlord's Decision. Should the tenant fail to vacate the rental unit pursuant to the terms of the order, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

I also find that the landlord submitted sufficient evidence to support his monetary claim and is entitled to a monetary award of \$3324.05 comprised of outstanding rent of \$2800.00 through June, 2015, unpaid utilities of \$474.05 and the \$50.00 filing fee paid

by the landlord for this application. I note that I have used the amount of utilities listed on the landlord's monetary order worksheet, or \$487.75, and deducted the two credit card charges of \$6.85 each, as I do not find the tenant responsible for the landlord's expenses in choosing to use a credit card for payment.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$3324.05, which is enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay, the order must be served on the tenant to be enforceable and may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

### Conclusion

The landlord's application for an order of possession for the rental unit and a monetary order for unpaid rent has been granted.

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: August 28, 2015

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Residential Tenancy Branch

