



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent or utilities.

The landlord attended the hearing and gave affirmed testimony, however, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant attended. The landlord testified that the tenant was personally served with the Landlord Application for Dispute Resolution and notice of this hearing on March 18, 2016. I accept that testimony, and I find that the tenant has been served in accordance with the *Residential Tenancy Act*.

During the course of the hearing, the landlord advised that an Order of Possession was granted by the director on April 5, 2016 and this application for an Order of Possession is withdrawn.

### Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent or utilities?

### Background and Evidence

The landlord testified that he is not the owner of the rental unit but sublets rooms to other tenants. He further testified that while he was out of the country, another tenant allowed the tenant moved into the rental unit. Rent in the amount of \$550.00 was deposited into the landlord's account on February 12, 2016 so the landlord was kind of forced to accept the tenancy, but the landlord is not certain when the tenant actually moved in. Despite receiving a 10 Day Notice to End Tenancy for Unpaid Rent or

Utilities, and despite the landlord being successful in obtaining an Order of Possession, the tenant still has not moved out of the rental unit.

No written tenancy agreement was prepared but the landlord requested a security deposit from the tenant in the amount of \$275.00 which the tenant never paid.

The landlord has provided a Monetary Order Worksheet setting out the landlord's claims and testified that the tenant has only paid rent for the month of February, but not March or April, 2016, and the landlord claims \$1,100.00.

The landlord also claims unpaid utilities for hydro, gas and internet. Each of the tenants pays an equal share, and during this tenancy the landlord claims  $\frac{1}{4}$  from the tenant. The landlord's Monetary Order Worksheet claims \$114.56 for utilities for February, 2016, \$115.40 for March utilities and \$95.00 for utilities estimated for April, 2016. A screen shot of a gas bill in the amount of \$81.19 has been provided, for which the landlord claims \$20.30 for February. Also provided is a hydro bill in the amount of \$301.71 for which the landlord claims \$75.42. Also provided is a copy of the internet bill for the month of February for \$68.00 plus \$5.00 additional usage and \$4.50 late charges, and the landlord also claims \$18.83 for internet.

The landlord also claims print/fax/copy costs in the amount of \$74.46, \$80.00 for enforcement costs to obtain a Writ of Possession, \$40.00 for an Affidavit fee at the Court Registry and \$1,000.00 for the initial cost of enforcing the Writ of Possession.

### Analysis

I have reviewed the landlord's evidentiary material, including the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and in the absence of any evidence to the contrary, I find that the landlord has established a claim for unpaid rent for March and April, 2016 totalling \$1,100.00.

I also accept the undisputed testimony of the landlord that the tenant has not paid her share of utilities, and the landlord has established the claim of \$114.56 for February, 2016. I am not satisfied that the utilities for March or April have been proven, and I grant the landlord an additional sum of \$114.56 for March only. I have also reviewed the internet bill, and I am satisfied that the landlord has satisfied a claim for  $\frac{1}{4}$  of \$68.00, or \$17.00 for each of the months of February and March, 2016.

The *Residential Tenancy Act* does not provide for recovery of costs associated with preparing for a hearing, such as photocopies, faxes or printing costs. Therefore, the landlord's application for \$74.46 cannot succeed.

With respect to the landlord's claim for enforcement costs of the Order of Possession, such costs are enforceable with the Writ of Possession, and I leave it to the Courts to determine the amount, if any, that the landlord may be entitled to claim as against the tenant.

Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed as withdrawn.

I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,363.12.

This order is final and binding and may be enforced.

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 12, 2016

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Residential Tenancy Branch