



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNR MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenants did not call into the hearing. The landlord submitted evidence that they served the tenants with the application for dispute resolution and notice of hearing by registered mail sent on May 25, 2016. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenants were deemed served with notice of the hearing on May 30, 2016, and I proceeded with the hearing in the absence of the tenants.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?  
Is the landlord entitled to a monetary order?

### Background and Evidence

The tenancy began on October 1, 2016. Rent in the amount of \$750.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$375.00.

In April 2016 the tenants informed the landlord that water was backing up in the toilet and the water in the tub was slow to drain. The landlord called in a plumber, who discovered that the drain for the toilet was plugged with toilet paper and “foreign material,” and the tub drain was filled with hair. The landlord stated that the plumber unplugged the drains, and then everything was fine. The landlord sent the tenants a letter and the plumber’s invoice for \$103.95, requesting that the tenants pay this amount to the landlord no later than May 31, 2016. The landlord stated that the tenants have not paid this amount, and has claimed \$103.95.

The tenants failed to pay rent in the month of May 2016 and on May 6, 2016 the landlord served the tenants with a notice to end tenancy for non-payment of rent. The landlord stated that the tenants paid May's rent on May 25, 2016, and then they paid no rent for June 2016. The landlord has claimed \$750.00 for June's unpaid rent.

The Landlord's evidence included the following:

- a copy of a residential tenancy agreement, indicating a monthly rent of \$750.00 due on the first of each month;
- a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on May 6, 2016, with an effective vacancy date of May 15, 2016, for failure to pay rent in the amount of \$750.00 that was due on May 1, 2016;
- testimony that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent by attaching the notice to the rental unit door on May 6, 2016;
- copies of the letter and invoice for the plumber's work; and
- a copy of the Landlord's Application for Dispute Resolution, filed May 16, 2016.

### Analysis

I have reviewed all evidence and I accept that the tenants were served with the notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenants on May 9, 2016.

I accept the evidence before me that the tenants failed to pay the rent owed within the five days granted under section 46(4) of the Act. I find that the tenants are conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on May 19, 2016, the corrected effective date of the notice. The landlord is therefore entitled to an order of possession.

As for the monetary order, based on the above-noted evidence I find that the landlord has established their claim for \$123.95 for the plumbing bill and \$750.00 in lost revenue for June 2016. The landlord is also entitled to recovery of the \$100.00 filing fee.

### Conclusion

I grant the landlord an order of possession effective two days from service. The tenant must be served with the 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.

The landlord is entitled to \$973.75. I order that the landlord retain the security deposit of \$375.00 in partial satisfaction of the claim and I grant the landlord an order under

section 67 for the balance due of \$598.50. This order may be filed in the Small Claims 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: June 21, 2016

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Residential Tenancy Branch