



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MNSD & FF

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for cause
- b. A monetary order in the sum of \$10,049 for unpaid rent and utilities
- c. An Order to retain the security deposit.
- d. An order to recover the cost of the filing fee

I find that the Notice to End Tenancy was served on the Tenant by posting on February 26, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Tenant on May 21, 2016. With respect to each of the applicant's claims I find as follows:

The hearing was originally set for May 26, 2016. Both parties attend the hearing on that date. The Tenant requested an adjournment in order to consult a solicitor. The landlord delayed in the service of the Application for Dispute Resolution. The Residential Tenancy Act provides that the Application for Dispute Resolution must be served within 3 days of receipt from the Registry. The landlord received it from the Registry on April 27, 2016. The Application for Dispute Resolution was not served until May 21, 2016. I determined it was appropriate to grant an adjournment. I also determined it was appropriate to allow the landlord to amend the Application for Dispute Resolution to include a claim for non payment of rent for June 2016.

The hearing was reconvened on June 24, 2016. The landlord(s) appeared. The tenant failed to appear at the starting time. I waited 10 minutes past the scheduled start time and the tenant still had not appeared. I proceeded with the hearing in the absence of the tenant. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

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 parties entered into an oral tenancy agreement that provided that the tenancy would start on July 1, 2015. The rent is \$2100 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$1050 and a pet damage deposit of \$1050 at the start of the tenancy.

The tenant(s) failed to pay the rent and the sum of \$9100 is owing to June 30, 2016. In addition the tenant owes utilities in the sum of \$3049.10. The tenant(s) have remained in the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The landlord served a one month Notice to End Tenancy on March 1, 2016. The Tenant(s) has not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. The tenant has failed to pay the rent when due. Accordingly, I granted the landlord an Order for Possession.

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 and the sum of \$9100 remains outstanding. In addition the tenant owes the sum of \$3049.10 in utilities. I granted the landlord a monetary order in the sum of \$12,149.10 plus the sum of \$100 in respect of the filing fee for a total of \$12,249.10

Security Deposit & Pet Damage Deposit:

I determined the security deposit and pet damage deposit totals the sum of \$2100. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$10,149.10.

Conclusion:

In summary I granted an Order for Possession on 2 days notice. I ordered that the landlords shall retain the security deposit and pet damage deposit totalling \$2100. I further ordered that the Tenant pay to the Landlords the sum of 10,149.10

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: June 24, 2016

Residential Tenancy Branch