



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing *by courier service* with direct signature requirement, and having provided proof of service for this method, in accordance with Director's Order dated June 29, 2016 and in accordance with the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began January 1, 2016. Rent in the amount of \$900.00 is payable in advance on the first day of each month. The tenant is also responsible for 40% of utilities. The tenant failed to pay rent in the month of May and June 2016 and on June 16, 2016 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of July 2016. The landlord's Notice also stated the tenant was responsible for \$320.00 in unpaid utilities. The landlord claims they have agreement with the tenant that they will pay \$160.00 each month toward all utilities, which the landlord claims represents the agreement signed by the parties.

Analysis

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice in respect to unpaid rent to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an **Order of Possession**.

I also find that the landlord has established a monetary claim for unpaid rent. I find the landlord has not substantiated the tenant owes utilities in the amount stated on the 10 Day Notice, nor that the tenant is aptly aware of how much in utilities they owe pursuant to the agreement. I am not satisfied based on the evidence presented by the landlord that the tenant agreed to pay utilities in the claimed amount. That claim is therefore dismissed with leave to reapply. The landlord is entitled to recovery of the filing fee.

Calculation for Monetary Order

Rental Arrears = May, June, July 2016	\$2700.00
Filing Fees for the cost of this application	100.00
Total Monetary Award to landlord	\$2800.00

Conclusion

I grant an Order of Possession to the landlord **effective 2 days from the day** it is served on the tenant. The tenant must be served with this 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.

I grant the landlord an **Order** under Section 67 of the Act for the amount of **\$2800.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: July 25, 2016

Residential Tenancy Branch