



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OPR, MNR & FF

### Introduction

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

- a. An Order for Possession for non-payment of rent utilities
- b. A monetary order in the sum of \$1558 for unpaid rent and utilities
- c. An order to recover the cost of the filing fee

The Application for Dispute Resolution filed by the Tenants seeks an order to cancel the 10 day Notice to End Tenancy dated August 6, 2015

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the 10 day Notice to End Tenancy was personally served on the Tenants on July 2, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Tenants on July 18, 2016. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the 10 day Notice to End Tenancy dated July 2, 2016?
- b. Whether the landlord is entitled to an Order for Possession?
- c. Whether the landlord is entitled to A Monetary Order and if so how much?

d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on December 1, 2015 and continue on a month to month basis. The rent is \$960 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$480 at the start of the tenancy. The tenancy agreement also provided that the Tenants were responsible to pay "water and sewer."

The tenant(s) have only rent of \$950 for the period January 2016 to July 2016 and are \$70 short. In addition the tenants have failed to pay the water and sewer. The tenants continue to live in the rental unit.

The City of Chilliwack bill was provided to the Tenants in May. The tenants have not paid for water and sewage. They testified they do not have the funds to pay for this bill. The bill states that as of May 24, 2016 the sum of \$528.87 is owed. However, this includes \$48.27 for garbage for the period February 8, 2016 to May 7, 2016. This sum must be deducted from the amount. In addition the portion related to garbage for the period December 1, 2015 to February 8, 2016 must be deducted. The landlord testified this amount to \$12.50 a week or the sum of \$112.50 (69 days). I determined the tenants owe the sum of \$368.10 for sewer and water to May 24, 2016.

Tenant's Application:

I dismissed the Tenants' application to cancel the 10 day Notice to End Tenancy. The Notice is on the approved form. The parties do not dispute that the tenants have only paid \$950 in rent for the last 7 months. The fact that the Intent to Rent form may have been incorrectly filled out does not affect the validity of the terms of the signed tenancy agreement which set the rent at \$960 per month. Further, the Tenant testified she thought they were only responsible for water. The bill relied on by the landlord included a claims for water, sewage and garbage. The tenancy agreement clearly states they are responsible for water and sewage. I accept the submission of the tenants that the portion of the bill relating to garbage is not their responsibility. However, I determined that the Tenants owed the sum of \$368.10 for water and sewer to May 24, 2016. As a result I dismissed the Tenants' application for cancel the 10 day Notice to End Tenancy.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession.

Analysis - Order of Possession:

For the reasons set out above I dismissed the Tenants application to cancel the Notice to End Tenancy and granted an Order for Possession on 10 days Notice.

The tenants 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 landlord is entitled to \$70 for non-payment of rent for January 2016 to July 2016. In addition I determined the landlord is entitled to \$368.10 for non payment of the water and sewage bill. I granted the landlord a monetary order in the sum of \$438.10 plus the sum of \$100 in respect of the filing fee for a total of \$538.10.

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.

Conclusion:

In conclusion I dismissed the Tenants application to cancel the 10 day Notice to End Tenancy. I granted an Order for Possession on 10 days notice. I ordered the Tenants to pay to the Landlord the sum of \$538.10.

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 26, 2016

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Residential Tenancy Branch