



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPB, 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 permitting retention of the security deposit in full or partial satisfaction of the claim. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail deemed delivered on July 20, 2016, the tenant did not appear.

Issue(s) to be Decided

- Is the landlord entitled to an order of possession and, if so, on what terms?
- Is the landlord entitled to a monetary order and, if so, on what terms?
- What disposition should be made of the security deposit?

Background and Evidence

This tenancy commenced August 2009. There were series of fixed term tenancy agreements. The last fixed term tenancy commenced February 1, 2015 and ended on January 31, 2016. The tenancy has continued as a month-to-month tenancy since the expiry of the last fixed term tenancy. At the beginning of his tenancy the tenant paid a security deposit of \$825.00. As of the date of the hearing the monthly rent is \$1725.00.

The landlord testified that the tenant was served with a 1 Month Notice to End Tenancy for Cause. The notice was posted at the rental unit on May 30, 2016 and was served on the tenant by registered mail deemed delivered on July 4, 2016. That document advises that the tenant has 10 days to dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch or they will be presumed to have accepted the notice. The landlord testified that the tenant did not serve her with an application disputing the notice.

The landlord testified pursuant to the terms of the tenancy agreement the tenant is to pay the municipal utility bill in addition to the rent. If the utilities are not paid they are added to the landlord's tax bill. The landlord testified that as of July 15, 2016 the outstanding municipal utility bill was \$578.39.

The landlord also testified that earlier this year she was required to hire a pest control company to address a rat problem at the rental unit. The pest control company noted on its' invoice that the problem had existed much longer than the tenant had indicated and that the tenant's failure

to maintain the yard had created an environment conducive for rats. The landlord testified that she will probably have to replace the insulation in the rental unit because of the nests that have been established in the walls. The cost of the interim pest control measures was \$387.35.

Analysis

The tenant did not apply to dispute the notice and is therefore conclusively presumed under section 47(4) of the *Residential Tenancy Act* 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 effective two days after service on the tenant.

The tenant is responsible for the unpaid utilities.

With regard to the invoice for pest control the tenant has a duty to maintain the rental unit, including the yard, and to advise the landlord promptly of the presence of any pests. His failure to do either is the reason for this cost. Accordingly, I find that he is responsible for the pest control invoice in the amount of \$387.45.

I find that the landlord has established a total monetary claim of \$1065.84 comprised of unpaid utilities in the amount of \$578.39, pest control costs in the amount of \$387.45 and the \$100.00 fee paid by the landlord for this application. I order that the landlord retain the deposit of \$825.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$240.84.

Conclusion

- a. An order of possession effective two days after service on the tenant has been granted. If necessary, this order may be filed in the Supreme Court and enforced as an order of that Court.
- b. A monetary order in favour of the landlord in the amount of \$240.84 has been granted. If necessary, it may be filed in the Provincial Court (Small Claims) 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: August 31, 2016

Residential Tenancy Branch