



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      OPQ MND MNR FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession based on a 2 Month Notice to End Tenancy Because the Tenant Does not Qualify for Subsidized Rental Unit pursuant to section 49.1
- a monetary order for unpaid rent and damage or loss pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 9:20 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord testified that on November 14, 2016 , a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. A registered mail tracking number was provided in support of service.

Based on the above evidence, I am satisfied that the tenant was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

### Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary award for unpaid rent and damage or loss?

Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

The tenancy for this subsidized 3-bedroom townhouse began on July 1, 2011 with a current subsidized monthly rent of \$426.00 payable on the 1<sup>st</sup> day of each month.

The landlord testified that on August 26, 2016 the tenant was personally served with the 2 Month Notice to End Tenancy. The tenant has not made an application to dispute this Notice.

The landlord's monetary claim is for \$463.14 comprised of the following:

- I. An amount of \$168.00 to repair a toilet clog caused by the tenant. The landlord submitted an invoice for this amount which indicates toe nail clippers were removed from the toilet. The invoice is dated December 7, 2012.
- II. An amount of \$49.01 for a BC Hydro invoice which the landlord paid on behalf of the tenant. A copy of the invoice was provided. The tenancy agreement establishes that the tenant is responsible for the utilities costs.
- III. An amount of \$70.00 for changing locks to the rental unit. A copy of the invoice is provided. The landlord testified that the locks were changed at the tenant's request. The tenant had given notice to end the tenancy and she had other people staying in the rental unit for a period of time when she wasn't there. The tenant did not end up vacating the rental unit and requested the locks be changed.
- IV. An amount of \$125.13 for replacing a vanity faucet. An invoice was provided. The tenant was only charged half the amount of the invoice because the tenant tried to initially fix the damage but ended up causing additional damage.
- V. An amount of \$51.00 for outstanding rent from November 2016. The landlord testified that the tenant did not pay the full rent for this month.

### Analysis

I am satisfied that the tenant was personally served with the 2 Month Notice to End Tenancy on August 26, 2016 pursuant to section 88 of the Act. I find the notice complies with the form and content requirements of section 52 of the Act.

Pursuant to section 49.1 of the *Act*, the tenant may make a dispute application within fifteen days of receiving the 2 Month Notice. If, as in the present case, the tenant does not make an application for dispute within fifteen days, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice, October 31, 2016.

Therefore, I find that the landlord is entitled to an Order of Possession pursuant to section 55 of the Act.

I accept the landlord's undisputed evidence for the monetary claim in the amount of \$463.14. The landlord has established that the damage or loss was suffered as a result of the tenant's actions or neglect and has provided evidence to support the amount of loss.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$563.14.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$563.14. Should the tenant fail to comply with this Order, this 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: December 23, 2016

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Residential Tenancy Branch