



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR OPR MNDC MNSD FF

### **Introduction:**

Only the landlord attended the hearing and gave sworn testimony. She said that the 10 Day Notice to End Tenancy dated January 22, 2017 to be effective January 31, 2017 was served by posting it on the door and the Application for Dispute Resolution was served by registered mail and personally. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46, and 55;
- c) To retain the security deposit to offset the amount owing; and
- d) An order to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Is the landlord entitled to an Order of Possession and to a Monetary Order for rental and utility arrears and filing fee?

### **Background and Evidence:**

Only the landlord attended although the tenant was legally served with the Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The evidence is that the tenancy commenced in August 2016 on a fixed term lease to expire August 15, 2017. He paid, a security deposit of \$850 and rent is \$1700 a month plus utilities. The landlord is claiming the rental and utility arrears of \$7122.24. This is comprised of \$1700 for each of January, February and March 2017 plus \$1000 unpaid balance for December 2016. There are unpaid utilities of \$392 for hydro, \$230.24 for water and \$100 for gas. In addition, the landlord claims reimbursement of \$300 to compensate the basement tenant for \$300 they gave to this tenant towards utilities which he just kept. The tenant did not attend or provide any documents to dispute the amount owing. The landlord requests an Order of Possession to be effective as soon as possible.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

### **Analysis**

### Order of Possession

I find that the landlord is entitled to an Order of Possession. There is outstanding rent. The Tenant has not made application pursuant to Section 46 to set aside the Notice to End a Residential Tenancy and the time to do so has expired. In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice which was January 31, 2017. An Order of Possession is issued effective two days from service.

### Monetary Order

I find that there are rental and utility arrears in the amount of \$7122 including March 2017 and the \$300 compensation owed to the basement tenant.

### **Conclusion:**

I find the landlord is entitled to an Order of Possession effective two days from service and a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent owed for December 2016	1000.00
Rent for January to March 2017 (1700x3)	5100.00
BC Hydro bill	392.00
Water bill	230.24
BC Fortis	100.00
Compensation for utility money paid to tenant by basement tenant and kept	300.00
Filing fee	100.00
Less security deposit	-850.00
<b>Total Monetary Order to Landlord</b>	<b>6372.24</b>

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: March 23, 2017

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Residential Tenancy Branch