



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL MNR O

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, dated June 30, 2017 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a Two Month Notice to End Tenancy for Landlord's Use of Property, dated February 28, 2017 (the "Two Month Notice");
- a monetary order for unpaid rent or utilities; and
- other relief, as set out in the Application.

The Landlord attended the hearing on his own behalf and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified that the Application package was served on the Tenant by registered mail on July 7, 2017. A copy of the Canada Post registered mail receipt was provided with the Landlord's documentary evidence. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to be received 5 days later. I find the Tenant is deemed to have received the Application package on July 12, 2017.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to an order of possession based on the Two Month Notice?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?

Background and Evidence

The Landlord testified the tenancy began on October 1, 2016, and continues to occupy the rental unit. Rent in the amount of \$900.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$450.00, which the Landlord holds.

The Landlord sought an order of possession. He testified he served the Two Month Notice on the Tenant, in person, on February 28, 2017. A copy of the Two Month Notice was submitted with the Landlord's documentary evidence. To the Landlord's knowledge, the Tenant did not dispute the Two Month Notice.

The Landlord also sought to recover unpaid rent in the amount of \$2,060.00. He testified this is comprised of outstanding rent for December 2016 (\$260.00), June 2017 (\$900.00), and September 2017 (\$900.00).

Finally, the Landlord sought to recover \$94.50 for a plumbing service during the tenancy. He testified the Tenant caused a blockage requiring a plumber to attend, and that the Tenant agreed to pay the cost to the Landlord. The Landlord submitted a copy of the plumbing invoice into evidence.

During the hearing, the Landlord also asked to apply the security deposit to any monetary order I make.

Analysis

Based on the Landlord's unchallenged and affirmed testimony and documentary evidence, and on a balance of probabilities, I find as follows:

The Landlord sought an order of possession. Section 49 of the *Act* permits a landlord to end a tenancy on any of the bases listed therein. In this case, the Landlord issued the Two Month Notice on the basis that the rental unit will be occupied by the Landlord or a close family member of the Landlord. Upon receipt of a notice to end tenancy

issued under section 49, a tenant must dispute the notice within 15 days after receipt. failure to do so results in the conclusive presumption the tenant has accepted the end of the tenancy.

I find the Two Month Notice was served on the Tenant, in person, on February 28, 2017. Accordingly, she had until March 15, 2017, to dispute it. She did not. As a result, the Tenant is conclusively presumed to have accepted the end of the tenancy, although she continues to occupy the rental unit. I find the Landlord is entitled to an order of possession. During the hearing, the Landlord agreed to make the order of possession effective on September 30, 2017, at 1:00 p.m.

The Landlord also sought a monetary order for unpaid rent. Section 26 of the *Act* requires a tenant to pay rent when it is due. The undisputed testimony of the Landlord is that rent has not been paid when due, as described above, and that \$2,060.00 is outstanding. However, pursuant to section 51(1) of the *Act*, the Tenant became entitled to receive from the Landlord an amount equal to one month's rent on receipt of the Two Month Notice. Accordingly, I find the Tenant is entitled to receive one month's rent for the month of September 2017, and that \$1,160.00 remains outstanding. I find the Landlord is entitled to a monetary award in the amount of \$1,160.00 for unpaid rent.

Finally, the Landlord sought to recover \$94.50 for plumbing services required during the tenancy. The Landlord testified the Tenant caused the blockage requiring the attendance of a plumber, and agreed to pay the cost of the plumber. I find the Landlord is entitled to a monetary award in the amount of \$94.50 as reimbursement for plumbing services.

Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application.

During the hearing, the Landlord requested that the security deposit be applied to any monetary order I make, which I allow. Accordingly, pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$904.50, which has been calculated as follows:

Item claimed	Amount
Outstanding rent:	\$1,160.00
Plumbing services:	\$94.50
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$450.00)
TOTAL:	\$904.50

Conclusion

The Landlord is granted an order of possession, which will be effective on September 30, 2017, at 1:00 p.m. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlord is granted a monetary order in the amount of \$904.50. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: September 12, 2017

Residential Tenancy Branch