



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNRLS, FFL

### Introduction

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

- an Order of Possession for unpaid rent and utilities pursuant to section 55;
- a monetary order for unpaid rent and utilities and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The tenant did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord entered written evidence from his agent and sworn testimony that he personally posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) to the tenant on December 23, 2017. I am satisfied that the landlord's agent served this Notice to the tenant in accordance with section 88 of the *Act* and pursuant to section 90 of the *Act* it was deemed served three days later.

The landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing was served on the tenant by his agent on January 29, 2018. I am satisfied that the tenant was served in accordance with Section 89 of the *Act* and the hearing proceeded and completed on that basis.

### Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent and utilities?  
Is the landlord entitled to a monetary award for unpaid rent and utilities?

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

### Background and Evidence

The landlord gave the following testimony. The tenancy began on or about May 1, 2017. Rent in the amount of \$400.00 is payable in advance on the first day of each month. The tenant paid a \$200.00 security deposit at the outset of the tenancy that the landlord still holds. The tenant failed to pay rent in the month(s) of December 2017 and on December 23, 2017 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) January – March 2018. The landlord advised that as of today's hearing the amount of unpaid rent is 1600.00. The landlord testified that the tenant also owes for unpaid utilities.

### Analysis

The tenant failed to pay their rent in full within five days of being deemed to have received the 10 Day Notice. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice nor has he paid the rent. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the corrected effective date of the notice.

Based on the above, I find that the landlord is entitled to a 2 day Order of Possession. The landlord is granted an Order of Possession pursuant to Section 55 of the *Act*, which must be served on the tenant(s). If the tenants do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Based on the undisputed evidence provided by the landlord, I am satisfied that the tenant continues to owe the landlord unpaid rent. Although the landlord has not applied to retain the security deposit, using the offsetting provision under Section 72 of the *Act*, I hereby apply the security deposit against the amount of unpaid rent. In regards to the landlords claim for unpaid utilities, the landlord was unable to provide an exact number or supporting documentation of a specific amount; he stated "I figured it out and its roughly thirty dollars a month", accordingly, I dismiss that portion of his claim for insufficient evidence.

The landlord is entitled to the recovery of the \$100.00 filing fee.

### Conclusion

The landlord has been successful in their application as follows:

<b>Item</b>	<b>Amount</b>
Unpaid Rent December	\$400.00
Unpaid Rent January	400.00
Unpaid Rent February	400.00
Unpaid Rent March	400.00
Filing Fee	100.00
Less Deposit	-200.00
<b>Total Monetary Order</b>	<b>\$1500.00</b>

The landlord is granted an order of possession and a monetary order for \$1500.00. The landlord may retain the security deposit.

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 26, 2018

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Residential Tenancy Branch