



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDC-LS, MNRL-S OPL

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession
- b. A monetary order in the sum of \$10,900 for unpaid rent and damages
- c. An Order to retain the security deposit.
- d. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondent(s) although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 2 month Notice to End Tenancy was served on the Tenant(s) by mailing, by registered mail to where they reside on December 28, 2017. The evidence from the Canada Post indicates it was received by the Tenant(s) on January 3, 2018. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenants by mailing, by registered mail to where the Tenants reside on March 15, 2018. The tenants acknowledged receipt of the document to the landlord. The tenants have also uploaded a 3 page response in this matter. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written month to month tenancy agreement that provided that the tenancy would start on August 1, 2011. The rent is \$900 per month payable on the first day of each month. The tenant paid a security deposit of \$450 on August 1, 2011.

The landlord served a 2 months Notice to End Tenancy by mailing, by registered mail to where the Tenants reside. This was received by the Tenants on January 3, 2018.

The tenants paid the rent for January 2018. The tenants took their right under section 51 of the Act to the equivalent of one month rent and applied it to the rent for February 2018. The tenants have not paid the rent for March 2018 and April 2018 and the sum of \$1800 remains outstanding. In addition the tenants owe the following Fortis BC electrical bill.

- November 15, 2017 to December 4, 2017 in the sum of \$54.87
- December 5, 2017 to January 3, 2018 in the sum of \$73.57
- January 4, 2018 to February 3, 2018 in the sum of \$74.85
- February 4, 2018 to March 3, 2018 in the sum of \$69.54.

The total sum owed for the electrical bills for the period November 15, 2017 to and including March 3, 2018 is the sum of \$272.83.

The tenants told the landlord they are vacating but they have not left the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The landlord served a 2 month Notice to End Tenancy on the Tenant which was received on January 3, 2018. It set the end of tenancy for March 1, 2018. This is not 2 clear months notice. However, the Act corrects and incorrectly dated Notice. The effective end of tenancy date has been corrected in accordance with the Act to March 31, 2018.

The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession. I set the effective date of the Order of Possession for 2 days after service.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of March 2018 and April 2018 and the sum of \$1800 remains outstanding. In addition the tenants owe the sum of \$272 (as claimed in the Application for Dispute Resolution) for electricity bills for the period November 15, 2017 to and including March 3, 2018. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. I granted the landlord a monetary order in the sum of \$2072 plus the sum of \$100 in respect of the filing fee for a total of \$2172.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$450. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1722.

Conclusion:

I granted an Order of Possession on 2 days notice. I ordered that the Landlord shall retain the security deposit of \$450. In addition I further ordered that the Tenant(s) pay to the Landlord(s) the sum of \$1722.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on both parties.

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: April 16, 2018

Residential Tenancy Branch