



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, MNR, MNDS, FF

Introduction

This hearing dealt with an application by the landlord pursuant to sections 55, 67, 38 and 72 of the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a notice to end tenancy for cause and for a monetary order for unpaid rent, utilities, towing costs and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord testified that the notice of hearing and evidence package was served on the tenant on August 12, 2020 by registered mail. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession and a monetary order to recover unpaid rent utilities, towing costs and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on January 01, 2020. The monthly rent is \$900.00 due in advance on the first of each month and does not include utilities. Prior to moving in the tenant paid a security deposit of \$450.00. The rental unit is located on the lower level of a duplex. One half of the duplex and the suite above the tenant's suite are rented out separately.

The landlord testified that the other occupants of the duplex complained about noise disturbances and personal items of the tenant being strewn all over the common areas. The landlord filed photographs to support her testimony and copies of three warning letters given to the tenant on April 02, 30 and June 06, 2020.

Despite written and verbal warnings, the tenant continued to litter the common grounds and create noise disturbances and the other occupants continued to make complaints to the landlord. On June 08, 2020 the landlord hired a towing company to remove the junk that littered the common areas of the property.

On July 16, 2020 the landlord served the tenant with a notice to end tenancy for cause by posting the notice on the front door. The landlord filed proof of service of the notice to end tenancy. The tenant did not dispute the notice.

The landlord testified that the tenant failed to pay full rent for the months of April and May 2020 and also failed to pay any rent for the months of June, July, August and September 2020. The landlord testified that at the time of this hearing, the tenant owed \$4,200.00 in unpaid rent plus \$73.75 in unpaid utilities. The landlord is also claiming the cost of towing away the tenant's unwanted belongings in the amount of \$262.50. The landlord filed a copy of the invoice.

The landlord is applying for an order of possession effective two days after service on the tenant and a monetary order in the amount of \$4,636.25.00 for unpaid rent, unpaid utilities, towing costs and the for the recovery of the filing fee. The landlord is also applying to retain the security deposit of \$450.00 in partial satisfaction of the claim.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant is deemed to have received the notice to end tenancy for cause, on July 19, 2020 did the tenant make application, pursuant to Section 47 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. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I find that the landlord is entitled to her monetary claim for unpaid rent, unpaid utilities and towing costs. Since the landlord has proven her case, I grant her the recovery of the filing fee of \$100.00 for a total established claim of \$4,636.25.

I order that the landlord retain the security of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$4,186.25. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession **effective two days after service** on the tenant and a monetary order for **\$4,186.25.00**.

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 10, 2020

Residential Tenancy Branch