



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bristol Estates
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MND, FF

Introduction

This was a hearing with respect to an application by the landlord for an order for possession and a monetary order. The hearing was conducted by conference call. The landlord's representatives called in and participated in the hearing as did the named tenant.

Issue(s) to be Decided

Is the landlord entitled to an order for possession?

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is an apartment in Surrey. The tenancy began on May 1, 2015. On May 24, 2015 the landlord personally served the tenants with a one month Notice to End Tenancy for cause. The Notice required the tenants to move out of the rental unit by June 30, 2015. There were several reasons given for the Notice, including the ground that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The tenant acknowledged at the hearing that he received the Notice to End Tenancy and that he has not applied to dispute the Notice. The tenant said that he is planning to move out of the rental unit at the end of July.

The landlord claimed that a visitor to the rental property who was a guest of the tenant damaged a door lock. The landlord claimed payment of the sum of \$50.00 for the cost to replace the lock. The landlord's representative testified that the tenants were responsible for paying utilities under the tenancy agreement and failed to have the Hydro account transferred into the tenant's name. The owner of the rental property has

been charged the sum of \$43.46 for electricity consumed by the tenants. The landlord has requested reimbursement of this amount.

Analysis

The *Residential Tenancy Act* provides by section 47(4) that a tenant who receives a one month Notice to End Tenancy for cause may dispute the Notice by making an application for dispute resolution within 10 days after the date that the tenant receives the Notice. A tenant who does not apply to dispute the Notice to End Tenancy in accordance with the *Act*, is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and must vacate the unit by that date.

The tenant acknowledged at the hearing that he is obliged to move out of the rental unit pursuant to this provision. Although the effective date of the Notice to End Tenancy has passed, the landlord's representative agreed at the hearing that the tenant may have until July 31, 2015 to move out of the rental unit. I therefore grant the landlord an order for possession effective July 31, 2015 after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

I allow the landlord's claim for a monetary award in the amount of \$93.46, being the total of the lock charge and the unpaid Hydro account. The landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$143.46. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The landlord's application has been granted; a monetary order and an order for possession effective July 31, 2015 have been issued.

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: July 23, 2015

Residential Tenancy Branch

