



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes opr, o, mnr, mndc, ff, cnr

Introduction

The landlord requests an Order of Possession and a Monetary Order for unpaid rent and utilities, and to recover his filing fee. The tenants request that I cancel a 10 Day Notice to End Tenancy.

The tenants failed to attend the hearing. I accept that the tenants were aware of the hearing, as they had filed their own claim. In the absence of any testimony from the tenants, the claim filed by the tenants is dismissed.

I find that the tenants were properly served by hand with the relevant notice of this hearing, and the application and evidence from the landlord. The tenants were also personally served with the 10 day Notice. The service requirements of section 88 and 89 of the Residential Tenancy Act are satisfied.

Issues to Be Decided

- Is the 10 Day Notices to End Tenancy effective to end this tenancy, and entitle the landlord to an Order of Possession?
- Is there rent money and utilities owed by the tenants to the landlord?
- Is the landlord entitled to recover his filing fee from the tenants?

Background and Evidence

This tenancy began June 1, 2015. Monthly rent is due on the first day of each month, in the amount of \$1,200.00. Utilities of water and sewer are payable by the tenants to the landlord. The tenants fell into arrears, and as of September owed \$300.00. No further rent has been paid. The tenants failed to make any payment for utilities of water and sewer, and as of September owed \$388.17. The utilities thereafter are valued at \$80.00 per month. The tenants paid nothing after receiving the 10 Day Notice to End Tenancy, and have not vacated the premises.

Analysis

A tenant must pay rent and utilities when it is due under the tenancy agreement, and the tenants in this case were required to pay their full rent and all outstanding utilities. When that was not paid in full, the landlord was entitled in law to serve the 10 Day Notice ending this tenancy. Upon receipt of that notice, the tenants should have paid the arrears within the required 5 day period, in order to have the tenancy continue. The tenants failed to do so, and their failure to attend the hearing and give any testimony results in the dismissal of the claim they filed to dispute the notice. The 10 day notice is therefore found effective to end this tenancy, and the landlord has established a right to possession. The tenant's claim to cancel the notice is dismissed. The landlord requests an Order of Possession effective December 15, 2015, and this Order is made, pursuant to Section 55 of the Residential Tenancy Act.

The unpaid rent and utilities to September total \$688.17, and for each of October and November total \$1280.00. I accept that the landlord will suffer a loss of rent and utilities for at least half of December, which is a further \$640.00. The landlord may also recover his \$50.00 filing fee from the tenants. This results in a total sum of \$3,938.17 owed by the tenants to the landlord. A Monetary Order for same is made.

Conclusion

Pursuant to Section 55 of the Residential Tenancy Act, I issue an Order of Possession, effective December 15, 2015. Should the tenants fail to comply with this Order, the landlord may register the Order with the Supreme Court for enforcement.

I further order the tenants to pay to the landlord the sum of \$3,938.17.

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: December 03, 2015

Residential Tenancy Branch

