



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to an Order of Possession for unpaid rent; to a monetary Order for unpaid rent and loss of revenue for the period ending on August 31, 2011; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on October 15, 2007; that the Tenant is required to pay monthly rent of \$959.00 on the first day of each month; that the Tenant paid a security deposit of \$462.50 on the first day of each month; that the Tenant did not pay any rent for April, May, July, August, or September of 2011; and that a Ten Day Notice to End Tenancy for Unpaid Rent, which had a declared effective date of July 14, 2011, was posted at the rental unit on July 04, 2011.

### Analysis

On the basis of the undisputed evidence presented at the hearing, I find that the Tenants did not pay monthly rent of \$959.00 that was due on the first day of April, May, and July of 2011. I therefore find that they owe the Landlord \$2,877.00 in rent for those months.

When rent is not paid when it is due, a tenancy may be ended pursuant to section 46 of the *Act*. On the basis of the undisputed evidence, I find that Notice to End Tenancy was posted at the rental unit on July 04, 2011, pursuant to section 46 of the *Act*, which required the Tenant to vacate the rental unit by July 14, 2011.

Section 46 of the *Act* stipulates that a Tenant has five (5) days from the date of receiving the Notice to End Tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. In the circumstances before me I have no evidence that the Tenant exercised either of these rights and, pursuant to section 46(5) of the *Act*, I find that the Tenant accepted that the tenancy ended on the effective date of the Notice to End Tenancy. On this basis I find that the Landlord is entitled to an Order of Possession that is effective two days after the order is served upon the Tenant.

As the Tenant did not vacate the rental unit on July 14, 2011, I find that the Tenant is obligated to pay rent, on a per diem basis, for the days they remained in possession of the rental unit. As they have already been ordered to pay rent for the period between July 14, 2011 and July 31, 2011, I find that the Landlord has been duly compensated for that period.

I find that the Tenant must compensate the Landlord for the August of 2011, as they remained in possession of the rental unit for that month.

The Landlord has not applied for compensation for September of 2011 and I cannot, therefore, award compensation for that month. The Landlord retains the right to seek compensation for loss of revenue for September.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I hereby grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

I find that the Landlord has established a monetary claim, in the amount of \$3,886.00, which is comprised of \$2,877.00 in unpaid rent; \$959.00 in loss of revenue for August and September; and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$462.50, plus interest of \$8.46, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$3,415.04. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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 12, 2011.

---

Residential Tenancy Branch

