



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent; loss of rent; and, retention of the security deposit. The landlord appeared at the commencement of the hearing and the tenant appeared approximately 8 minutes later. When the tenant appeared she was provided with a summary of information I had heard to that point and provided an opportunity to respond. During the remainder of the hearing both parties were provided the opportunity to make relevant submissions and to respond to the submissions of the other party.

### Issue(s) to be Decided

1. Is the landlord entitled to an Order of Possession?
2. Is the landlord entitled to a Monetary Order for unpaid rent and loss of rent?
3. Is the landlord authorized to retain the security deposit?

### Background and Evidence

The parties provided undisputed evidence that the tenancy commenced October 30, 2009 and the tenant is required to pay rent of \$995.00 per month plus 1/3 of gas and electricity. The tenancy agreement provides that rent is due on the 1<sup>st</sup> day of every month; however, the parties have had the practice of paying and receiving rent on the 30<sup>th</sup> of every month to coincide with the anniversary date of the tenancy. On September 9, 2011 the landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) on the tenant's door indicating \$915.00 in rent was outstanding and \$47.30 in utilities was outstanding. The Notice had a stated effective date of September 22, 2011. The tenant did not dispute the Notice and made only a partial payment towards the rent and utilities owed.

In making this application, the landlord requested recovery of the unpaid rent for September 2011 and loss of rent for October 2011 in the amount of \$1,560.71. I heard that after the landlord filed this application the tenant made another \$100.00 payment to

the landlord and provided the landlord written authorization for him to retain her security deposit in partial satisfaction of the rent owed. In recognition of the \$100.00 payment and the tenant's written authorization to retain the security deposit, the landlord requested a reduced Monetary Order in the amount of \$963.21 during the hearing. The tenant agreed that she owes the landlord \$963.21.

The tenant stated that she is currently in the process of moving out of the rental unit and intends to be moved-out completely within the next two days.

### Analysis

Based upon the undisputed evidence presented to me, I accept that the tenancy ended on the effective date of September 22, 2011, as provided on the 10 Day Notice, and the landlord is entitled to regain possession of the rental unit. With this decision I provide the landlord an Order of Possession effective two (2) days after service upon the tenant.

I am further satisfied that that the landlord is entitled to a Monetary Order in the amount of \$963.21 representing unpaid rent for September 2011; loss of rent for October 2011; retention of the security deposit and recovery of the filing fee. With this decision the landlord I authorize to retain the tenant's security deposit and provide the landlord with a Monetary Order for the balance of \$963.21 to serve upon the tenant.

### Conclusion

The landlord is provided an Order of Possession effective two (2) days after service upon the tenant.

The landlord is authorized to retain the tenant's security deposit and the landlord has been provided a Monetary Order for the balance owing of \$963.21 to serve upon the tenant.

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: October 27, 2011.

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Residential Tenancy Branch