



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 an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. A monetary order pursuant to Section 67;
2. An Order of Possession pursuant to Section 55;
3. An Order to retain the security and/or pet deposit pursuant to Section 38; and
4. An Order to recover the filing fee pursuant to Section 72.

I accept that the tenant was properly served with the Notice to End Tenancy by posting the notice to the rental unit door and served with the Application for Dispute Resolution hearing package by way of registered mail.

Both parties were given a full opportunity to be heard, to present evidence and to make submissions. Neither party requested an adjournment or a Summons to Testify.

On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

Issue(s) to be Decided

Whether the landlord has cause to end this tenancy and receive an Order of Possession and whether the landlord is entitled to monetary order for unpaid rent and recovery of the filing fee.

Background and Findings

Order of Possession

The landlord confirmed that the tenants had vacated the rental unit on October 2, 2011 and the Order of Possession was no longer required. Agent for the tenant, who is the son of the tenant, states that he and his mother vacated the rental unit on September 16, 2011 in accordance with the 10 day Notice to End Tenancy. The tenants agree that they did not give the landlord notice of their intention to comply with the Notice.

Monetary Order

Rental Arrears

I find that the landlord has met the burden of proving that there are rental arrears for rent unpaid of \$1,100.00 for each of August and September. I will also allow the landlord recovery of rent for October because the tenants have failed to supply sufficient evidence to show that they informed the landlord that they intended to vacate the rental unit in mid-September and the landlord's testimony is that she was not aware that the tenants had vacated until October 2, 2011. Although the tenants were served with a 10 day Notice to End the tenancy they are required to advise the landlord of their intentions to vacate and to return the keys upon vacating. I find that this did not happen in this case. I will therefore grant the landlord a monetary award in the sum of \$3,300.00 as claimed

The tenant submitted that he wondered about tenant's rights and said the rental unit was full of mould, however there is no application before me from the tenant in this regard. I will therefore not consider his submission.

Security Deposit

I find further that the landlord is entitled to retain the security deposit and interest to the date of this decision in partial satisfaction of the rental arrears.

Filing Fees

I find that the landlord is entitled to recover the filing fees paid for this application.

Calculation of total Monetary Award

Rental Arrears	\$3,300.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest from October 1, 2010 (no interest accrued)	-550.00
Total Monetary Award	\$2,800.00

Conclusion

The landlord is provided with a formal copy of an order for the total monetary award as set out above. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Provincial Court of British Columbia.

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*.
