



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC OPB MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both the landlord and the tenant participated in the conference call hearing.

The landlord did not serve the tenant with a notice to end tenancy for cause, and I therefore found that the landlord erroneously applied for an order of possession pursuant to a notice to end tenancy for cause. I amended the landlord's application to remove the portion of the application seeking an order of possession pursuant to a notice to end tenancy for cause.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

### Background and Evidence

The tenancy began on October 1, 2010. The landlord and the tenant both initialled the section of the tenancy agreement which indicates that the tenancy would end on September 30, 2011 and the tenant would vacate the rental unit. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$600.

The tenant paid \$550 of the rent owed for September 2011. The tenant asked the landlord to put the \$600 security deposit toward the balance of the rent for September 2011, but the landlord did not agree to do so. The tenant paid no rent for October 2011, and at the time of the hearing the tenant continued to reside in the rental unit.

### Analysis

The tenancy agreement clearly indicates that the tenancy ended on September 30, 2011. The landlord is therefore entitled to an order of possession.

As for the monetary order, I find that the landlord has established a claim for \$600 in unpaid rent for September 2011 and \$1150 in lost revenue for October 2011. The landlord is also entitled to recovery of the \$50 filing fee for the cost of his application.

### Conclusion

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is entitled to \$1800. I order that the landlord retain the security deposit of \$600 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1200. This order may be filed in the 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: November 1, 2011.

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Residential Tenancy Branch