

DECISION

Dispute Codes MND, MNDC, MNSD, O, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and recovery of the filing fee.

The Landlords attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served with the notice of hearing and evidence package by registered mail. The Landlord has provided a copy of the Canada Post Registered Mail Receipt into evidence. As such, I am satisfied that the Tenant was properly served with the notice of hearing and evidence package.

The Landlords have made a claim for damages to the rental unit for the cost of \$300.00. The Landlords state that this is an estimate, but has not provided any invoices or receipts as no repairs have yet been made. As the Tenant has not attended the hearing and I find this portion of the Landlord's application premature, I dismiss this portion of the application with leave to reapply.

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

This tenancy began on January 1, 2011 on a fixed term tenancy for 1 year ending on December 31, 2011 as shown in the submitted copy of the signed tenancy agreement. The monthly rent was \$600.00 payable on the 1st of each month and a security deposit of \$300.00 was paid.

The Landlord states that the tenancy ended on December 31, 2011 with no extensions made. The Landlord states that the Tenant is still occupying the rental and has not paid any rent for the month January 2012. The Landlords have given verbal notice to the

Tenant to end the tenancy, but the Tenant has not responded. The Landlord seeks an order of possession and a monetary order of \$600.00 for the loss of rent. The Landlords also seek to retain the \$300.00 security deposit to offset their claim.

Analysis

I accept the Landlord's undisputed testimony and I find that the Tenant has breached the tenancy agreement by over holding the rental past the fixed term ending December 31, 2011. The Tenant is still in possession of the rental unit past the end of the fixed term and has failed to pay any rent. Based upon the above facts, I find that the Landlord is entitled to an order of possession. 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.

As for the monetary claim, I find that the Landlord has established a claim for loss of rental income of \$600.00 for the month of January 2012. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$300.00 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$350.00. This order may be filed in the Small Claims Division of the Provincial Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$350.00. The Landlord may retain the security deposit.

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: January 23, 2012.

Residential Tenancy Branch