



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNR, MNSD, OPR, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation – Section 67;
4. An Order to retain all or part of the security deposit – Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

At the onset of the Hearing, the Tenant stated that she moved out of the unit and returned the keys. The Tenant states that the unit was left clean. The Landlord confirmed this evidence and stated that they no longer required an Order of Possession. Accordingly, I dismiss this part of the application.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on February 1, 2012. Rent in the amount of \$935.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$467.50 and a pet deposit of \$467.50. The Parties do not dispute that the Tenant failed to pay rent for May. The

Landlord claims unpaid rent, late fee, and storage fees for May and June 2012. The Landlord states that they claim June rent as the Tenant did not give them appropriate notice to move out of the unit.

### Analysis

Section 44 of the Act sets out when a tenancy will end. Where a Landlord has elected to end a tenancy because of non-payment of rent, a tenant is not liable to pay rent after the tenancy agreement has ended pursuant to section 44. If however, the tenant remains in possession of the premises, the tenant will be liable to pay occupation rent on a per diem basis until the landlord recovers possession of the premises.

The Landlord in this case has elected to end the tenancy agreement for non-payment of rent by serving a 10 day notice to end tenancy with a move-out date of May 13, 2012. Based on undisputed evidence of the Parties, I find that the Landlord is entitled to rent to the end of May 2012 of **\$935.00**, a storage fee of **\$5.00** and a late fee of **\$25.00**. I dismiss the Landlord's claim in relation to June 2012. The Landlord is also entitled to the recovery of the \$50.00 filing fee for a total entitlement of **\$1,015.00**. The **security and pet deposit** plus interest in the combined amount of \$935.00 is set off the entitlement leaving the amount of **\$80.00** owed by the Tenant to the Landlord.

### Conclusion

**I order** that the Landlord retain the **deposit** and interest of \$935.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$80.00**. If necessary, 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: June 05, 2012.

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Residential Tenancy Branch