



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 Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord's agent testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on July 24, 2012 at 6:25 p.m. in accordance with Section 89 and that this service was witnessed by a third party.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the landlord's agent testified without any prior contact from the tenant it was determined that on or before August 8, 2012 the tenant vacated the rental unit. The agent went on to say the landlord changed the locks on the rental unit and has requested a changed lock on the mailbox as the tenant did not return these keys.

As a result the landlord no longer seeks an order of possession and I amend the landlord's Application to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security and pet damage deposits and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord's agent testified the tenancy began on September 1, 2011 as a month to month tenancy for a monthly rent of \$900.00 due on the 1st of each month with a security deposit of \$450.00 and a pet damage deposit of \$200.00 paid.

The landlord's agent testified the tenant did not pay rent for the month of July 2012 or for August 2012. The agent also testified that although the tenant had been issued a 10 Day Notice to End Tenancy to be effective by July 27, 2012 the tenant did not provide any notice of when he planned to or was moved out of the rental unit.

Analysis

Based on the undisputed testimony of the landlord, I find the tenant has failed to pay rent for the month of July 2012. I also find that since the tenant did not communicate with the landlord to advise him if he would honour the 10 Day Notice I accept the landlord did not know when or if the tenant intended to vacate the rental unit.

As such, as it took the landlord until August 8, 2012 to confirm the tenant had vacated the rental unit I find the tenant held possession of the rental unit on August 1, 2012 the day that rent was due and as such the tenant is responsible for the full amount of rent for August 2012.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,850.00** comprised of \$1,800.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security and pet damage deposit held in the amount of \$650.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,200.00**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 21, 2012.

Residential Tenancy Branch