



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled to deal with a landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord testified that up until a couple of days ago the tenant was residing in the rental unit. The hearing documents were sent to the tenant at the rental unit using registered mail. The landlord provided a registered mail tracking number as proof of service. I was satisfied the tenant was sufficiently served and I continued to hear from the landlord without the tenant present.

As the landlord confirmed that the rental unit is now vacant an Order of Possession is no longer required and I do not provide one with this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation in the amount claimed?

Background and Evidence

The tenancy commenced October 15, 2012 and the tenant paid a security deposit of \$675.00. The tenant was required to pay rent of \$1,350.00 on the 1st day of every month. The tenant failed to pay rent for February 2013 when due and the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent indicating rent of \$1,350.00 was outstanding as of February 7, 2013. The tenant eventually paid \$1,315.00 of the outstanding rent at the end of February 2013.

The landlord testified that the tenant did not pay rent for the months of March, April, May or June 2013 and continued to occupy the rental unit during those months.

The landlord testified that the tenant did not pay for water since moving in despite the landlord's requests for payment. The landlord did not provide copies of water bills or copies of written demands as evidence for this proceeding.

Analysis

Under the Act, a tenant is required to pay rent when due, in accordance with the terms of their tenancy agreement. Where a tenancy comes to an end, such as by way of a 10 Day Notice to End Tenancy for Unpaid Rent, the tenant is required to vacate the rental unit by the effective date of the Notice. If the tenant does not vacate when required, the tenant is responsible for paying over-holding charges. Should a tenancy continue or be reinstated with the payment of the outstanding rent the tenant is required to continue to pay rent in accordance with their tenancy agreement until such time the tenancy ends.

Based upon the undisputed evidence before me, I am satisfied the tenant continued to occupy the rental unit up until a couple of days before this hearing and did not pay rent to the landlord for the months of March through June 2013. Therefore, I find the landlord entitle to recover unpaid and/or loss of rent for those months in the amount of \$5,400.00 [$\$1,350.00 \times 4$ months] plus the \$35.00 shortfall for the month of February 2013.

I make no award for water charges as the landlord did not include such a claim in this Application for Dispute Resolution and the landlord did not provide any documentation to support the amount owing by the tenant for water.

I award the landlord the \$50.00 filing fee paid for this Application and I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the amounts awarded to the landlord. Therefore, I provide the landlord with a Monetary Order in the net amount of \$4,810.00 [$\$5,400.00 + \$35.00 + \$50.00 - \675.00].

The landlord must serve the Monetary Order upon the tenant and may file it in Provincial Court (Small Claims) to enforce as an order of that court.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of \$4,810.00 to serve and enforce as necessary.

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 11, 2013

Residential Tenancy Branch

