



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF, ET

### 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 only.

Despite applying for an early end to the tenancy under Section 56 of the *Residential Tenancy Act (Act)*, which allows a landlord to end the tenancy in accordance with Section 47 but without having to wait for the 1 month notice as would normally be required under Section 47, the landlord identified that he did not have any of those causes to end the tenancy. I therefore amend the landlord's Application to exclude this portion.

At the outset of the hearing the landlord testified the tenant had vacated the rental unit on July 1<sup>st</sup> or 2<sup>nd</sup> and he no longer needed an order of possession. 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; and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on October 6, 2012 for a 1 year fixed term tenancy beginning on November 1, 2012 for the monthly rent of \$1,350.00 due on the 1<sup>st</sup> of each month with a security deposit of \$675.00 and a pet damage deposit of \$400.00 paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on May 25, 2013 with an effective vacancy date of June 3, 2013 due to \$1,200.00 in unpaid rent.

The landlord submits that when the tenant's partner moved out the landlord agreed to reduce the rent to \$1,200.00 per month. He also submits the tenant failed to pay the full rent owed for the months of May and June 2013 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by email on May 25, 2013. The landlord testified the tenant's current arrears are \$1,600.00.

### Analysis

Based on the undisputed testimony of the landlord I find the tenant has failed to pay rent in the amount of \$1,600.00 for the rental months of May and June 2013.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,650.00** comprised of \$1,650.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and pet damage deposit held in the amount of \$1,075.00 in partial satisfaction of this claim, pursuant to Section 72(2)(b) of the *Act*. I grant a monetary order in the amount of **\$575.00**.

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: July 12, 2013

---

Residential Tenancy Branch