



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF, O

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, to recover the filing fee for this proceeding and for other considerations.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery mail on June 7, 2013. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?

Background and Evidence

This tenancy started on June 10, 2012 as a fixed term tenancy and then was renewed on November 30, 2012 as another fixed term tenancy with an expiry date of May 31, 2013. Rent was \$800.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$362.50 on June 10, 2012. The Landlord said the Tenant moved out of the rental unit on July 1, 2013.

The Landlord said that the Tenant did not pay \$800.00 of rent for May, 2013 and stayed in the rental unit for June, 2013 without paying rent. As well the Landlord said he contacted the Ministry as they were making the rent payments, but they were not at liberty to give him any information. The Landlord stated in his application that the Tenant put a stop payment on the rent cheque from the Ministry to him.

The Landlord said he is requesting the unpaid rent for May, 2013 of \$800.00, the unpaid rent for June, 2013 of \$800.00 and to recover the filing fee of \$50.00 for this application.

Analysis

Section 57 says an "**overholding tenant**" means a tenant who continues to occupy a rental unit after the tenant's tenancy is ended. As well the section says a landlord must not take actual possession of a rental unit that is occupied by an overholding tenant unless the landlord has a writ of possession issued under the Supreme Court Civil Rules. Also a landlord may claim compensation from an overholding tenant for any period that the overholding tenant occupies the rental unit after the tenancy is ended.

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

In this situation the tenancy agreement ended on May 31, 2013 as indicated in the tenancy agreement dated November 30, 2012. I accept the Landlord's testimony that the Tenant has unpaid rent for May, 2013 of \$800.00 and overholding unpaid rent of \$800.00 from June, 2013. Therefore the Landlord is entitled to the May, 2013 rent of \$800.00 and the overholding rent from June 1, 2013 to July 1, 2013 in the amount of \$800.00.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Overholding unpaid rent	\$ 1,600.00
Recover filing fee	\$ 50.00
Subtotal:	\$ 1,650.00
Balance Owing	\$ 1,650.00

Conclusion

A Monetary Order in the amount of \$1,650.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 08, 2013

Residential Tenancy Branch

