



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial compensation of the monetary amount. Both landlords, one respondent and a witness for the respondent participated in the teleconference hearing.

At the outset of the hearing the landlord stated that the rental unit was vacated on August 2, 2013. I therefore dismissed the portion of the landlord's application regarding an order of possession.

The landlord named two parties as respondents in this matter. The male respondent, NA, participated in the hearing, but the female respondent, AH, did not. The landlord provided evidence that both respondents were served with notice of the hearing and the application for dispute resolution by registered mail on July 12, 2013. I accepted the evidence that AH was deemed served by July 17, 2013, and I proceeded with the hearing in the absence of AH.

Preliminary Issue – Named Respondents

The male respondent, NA, stated that he was never a tenant in the rental unit. The female respondent, AH, had been his girlfriend, and he helped her move in, as well as visited her at the rental unit on occasion. NA stated that he never paid rent and he wasn't on any tenancy agreement. NA provided documentary evidence in the form of a tenancy agreement and a witness who NA stated was his roommate at the address named on their tenancy agreement, at a different address than the rental unit address on the landlord's application for dispute resolution.

The landlord's response was that both AH and NA were there at the beginning of the tenancy, and there was no written tenancy agreement.

I accept the evidence of NA that he was not a tenant at the rental unit address, and he was improperly named as a respondent. I therefore removed NA as a respondent in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The evidence of the landlord was as follows. The tenancy began in February 2013, with monthly rent of \$900 due in advance on the first day of each month. At the outset of the tenancy the tenant paid the landlord a security deposit of \$450. On June 12, 2013, the landlord served the tenant a notice to end tenancy for cause. The cause for ending the tenancy was that the rental unit must be vacated to comply with a government order. On June 12, 2013 a Do Not Occupy order was posted on the rental unit door because it was discovered that the rental unit was an illegal dwelling. The effective date of the notice to end tenancy for cause was July 31, 2013. The tenant did not apply to cancel the notice. On August 2, 2013 the tenant was removed from the rental unit by the police.

The landlord has claimed \$900 in unpaid rent for July 2013 and \$450 in lost revenue for the first half of August 2013.

Analysis

Based on the evidence of the landlord, I find that the tenant did not pay rent for July 2103, and the landlord is entitled to \$900 as claimed for that month. The landlord could not have re-rented the unit for the month of August 2013, as per the Do Not Occupy order, and I therefore find that the landlord is not entitled to lost revenue for the first half of August, but they are entitled to prorated rent of \$58 for the first two days of August that the tenant overheld.

As the landlord's application was mostly successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$1008. I order the landlord to retain the security deposit of \$450 in partial compensation of this amount, and I grant the landlord an order under section 67 for the balance due of \$558. 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: August 27, 2013

Residential Tenancy Branch

