



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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DECISION

Dispute Codes OPB, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on August 18, 2013, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

The landlord appeared, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a fixed term tenancy which began on January 1, 2013, and was to expire on June 30, 2013. At the end of the fixed length of time the tenancy ends and the tenant must move out of the rental unit. Filed in evidence is a copy of the tenancy agreement signed by the parties.

Rent in the amount of \$950.00 was payable on the first of each month. A security deposit of \$475.00 was paid by the tenant. The landlord stated that the tenant received a monthly credit of \$100.00 as per clause 8 in the addendum to the tenancy agreement.

The landlord testified that the tenant has breached the fixed term agreement as she failed to move-out of the rental unit on June 30, 2013 as required.

The landlord testified that when they spoke to the tenant on September 18, 2013, they indicated that they had moved from the rental unit on August 26, 2013. However, the landlord stated that they posted a 24 Hour Notice on the door on September 11, 2013 and that notice was removed. The landlord indicated when they attempted to open the door of the rental unit they discovered the tenant had changed the locks without their consent. The landlord stated when he looked through the window the tenant still had belongings in the rental unit. The landlord seeks an order of possession.

The landlord testified that the tenant paid only a portion of occupancy rent for both July and August 2013, and the balance owed for those two months is \$950.00. The landlord stated the tenant did not pay any rent for September 2013 in the balance of \$850.00 as he applied the \$100.00 credit. The landlord seeks a monetary order for unpaid rent in the amount of **\$1,800.00**.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant was required by the fixed term agreement to move out of the rental unit on June 30, 2013. The evidence of the landlord was that the tenant did not move out as required. The landlord stated as of September 11, 2013, the tenant was still accessing the unit as the 24 hour notice that they placed on the door was removed. The evidence of the landlord was that they were unable to enter the unit as the tenant had changed the locks, however, they could view items still inside the rental unit. I find the tenant has breached the tenancy agreement and Act, when they failed to move out of the rental unit on June 30, 2013.

Therefore, I find the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Under the terms of the tenancy agreement the tenant was required to pay rent in the amount of \$950.00 per month, which was reduced to \$850.00 by receiving a credit of \$100.00. The tenant failed to pay all rent due while over holding the rental unit. I find the tenant has breached the Act and the landlord suffered a loss of rent. Therefore, I find that the landlord has established a total monetary claim of **\$1,850.00** comprised of unpaid rent for July, August, September 2013, and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the deposit and interest of **\$475.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$1,375.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant failed to vacate the rental unit as required by the fixed term agreement and failed to pay rent. The landlord is granted an order of possession, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: September 24, 2013

Residential Tenancy Branch

