



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, O, FF

Introduction

This hearing dealt with two Applications for Dispute Resolution submitted by the landlord seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on July 16, 2013 in accordance with Section 89.

Based on the undisputed testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlord submitted two Applications for Dispute Resolution when he actually meant only to amend his first Application. As such, I have combined all matters and heard them in this one hearing. I advised the landlord I could only consider the recovery of one filing fee if he was successful in his Application.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord testified the tenancy began in January 2011 as a month to month tenancy for a monthly rent (at the end of the tenancy) of \$469.35 due on the 1st of each month with a security deposit of \$225.00 paid.

The landlord testified that as a result of a hearing on June 19, 2013 the landlord was granted an order of possession that indicated the tenant must vacate the rental unit no

later than 2 days after service of the order. The landlord testified he received the order on July 5, 2013 and served it to the tenant on July 6, 2013.

The landlord further testified the tenant had not paid rent for July 2013 and that she did not vacate the rental unit until forced to do so by a bailiff on July 22, 2013.

Analysis

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

As the tenant failed to vacate the rental unit in accordance with the notice to end tenancy issued and the order served and because she had possession of the rental unit for most of the month of July I find the landlord is entitled to compensation equivalent to the full month's rent.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$519.35** comprised of \$469.35 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$225.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$294.35**.

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: October 11, 2013

Residential Tenancy Branch

