



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for an order for possession, a monetary order and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's daughter called in and participated in the hearing on the landlord's behalf. The tenant did not attend the hearing although she was personally served with the application and Notice of Hearing on January 10, 2014

Issue(s) to be Decided

Is the landlord entitled to an order for possession?

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a suite in the landlord's house in Surry. The tenancy began in July, 2012. The monthly rent is \$650.00. the tenant paid a security deposit of \$325.00 at the start of the tenancy. On November 12, 2013 the landlord personally served the tenant with a one month Notice to End Tenancy for cause. The Notice required the tenant to move out of the rental unit by December 31, 2013. The tenant did not apply to dispute the Notice to End Tenancy and she is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice, but she has not moved out of the rental unit. The landlord has provided evidence to support the claim that the tenant has caused extraordinary damage to the rental unit.

On January 8, 2014 the tenant agreed in writing that she would pay the rent for January and move out of the rental unit on January 31, 2014. The tenant has not paid the rent for January and has made no indication that she intends to move out at the end of January. The landlord has therefore requested an order for possession. The landlord

requested a monetary order for the unpaid rent for January and an order allowing her to keep the security deposit on account of damage to rental unit.

Analysis

The tenant has not applied to dispute the Notice to End Tenancy and she has agreed in writing to move out of the rental unit by January 31, 2014. She has not paid the rent as promised. I therefore find that the landlord is entitled to an order for possession and a monetary order for unpaid rent.

Conclusion

Order of Possession - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective on or before 1:00 P.M. on January 31, 2014 after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$650.00 for the outstanding rent for January. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$700.00. I order that the landlord retain the deposit and interest of \$325.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$375.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The landlord has leave to file another application for dispute resolution to claim for the cost of cleaning and repairs after the tenant has vacated and the extent of the required work is known.

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: January 23, 2014

Residential Tenancy Branch

