



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Argus Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPB, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on February 3, 2014. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on or about January 16, 2012 for a fixed term that expired on January 31, 2013. The parties renewed their agreement for another one year fixed term that expires on January 31, 2014. Rent in the amount of \$880.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$440.00 and a pet deposit of \$440.00. The landlord stated that they issued a letter to the tenant, ninety days prior to the end of tenancy advising the tenant that they did not wish to renew the agreement. The landlords stated the tenant has not moved out or responded to any inquiries made. The landlord stated that they are seeking to retain the deposits for any possible cleaning and damages as well as unpaid rent for the month of February 2014. The landlords are also seeking an order of possession.

Analysis

I accept the landlord's undisputed testimony. The landlord submitted documentation that supports their position that the tenancy was to end on January 31, 2014. Based on the above facts and in the absence any disputing testimony or documentation from the tenant, I find that the tenant is in breach of their tenancy agreement and that the landlord is entitled to an order of possession. The tenant must be served with the order

of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord was premature in their claims for cleaning and damages as the tenant still occupy the unit; accordingly I dismiss that portion of the landlords' application with leave to reapply.

As for the monetary order, I find that the landlord has established a claim for \$880.00 in unpaid rent. The tenant still resides in the unit and is aware that the rent is due on the first of each month, which they have not paid. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$440.00 security deposit and the \$440.00 pet deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$50.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$50.00. The landlord is entitled to retain the security and pet deposits. The landlords' monetary claim for suite cleaning and damage to the unit is dismissed with leave to reapply.

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: February 25, 2014

Residential Tenancy Branch

