



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WADHAWAN INVESTMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, OPR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession based on unpaid rent, a monetary order for unpaid rent, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Preliminary Issues

I note that the Tenant appeared a few minutes late for the hearing.

Prior to the Tenant attending, and at the outset of the hearing, the Agent for the Landlord requested that the Landlord's name on the Application be amended from [name] "holdings" to [name] "investments".

After the Tenant appeared he confirmed that he understood the real name of the Landlord was [name] investments.

The Tenant also testified that the correct address for the rental unit was an "avenue" not a "street". He acknowledged this did not make a difference to the Landlord's claims or Application as he agreed the rent money was owed.

Therefore, I have amended the style of cause for this matter to correct the Landlord's name and the address for the rental unit.

The Tenant agreed he had left the rental unit prior to the date of the hearing and therefore, an order of possession was no longer required and this portion of the Landlord's claim is dismissed.

#### Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an order for monetary relief?

#### Background and Evidence

The Agent for the Landlord testified that the Tenant had failed to pay rent for January to June of 2014, in the amount of \$7,800.00. The monthly rent was \$1,300.00

The Landlord is holding a security and a pet damage deposit totalling \$1,300.00.

The Landlord issued a 10 day Notice to End Tenancy for unpaid rent and a one month Notice to End Tenancy for repeated late payment of rent. The Tenant testified he vacated the rental unit on or about June 3, 2014, following receipt of the Notices.

The Tenant testified he is not disputing the amount claimed by the Landlord and he explained he understood this amount was owed to the Landlord.

The Tenant testified that he understood the deposits would be applied to the amounts owed to the Landlord in partial satisfaction of the amounts due.

#### Analysis

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

Although the Landlord is entitled to an order of possession in these circumstances, the Tenant has vacated the rental unit and therefore, an order of possession is no longer required.

I find that the Tenant failed to pay rent under the Act and tenancy agreement based on his own testimony and acknowledgment and the evidence before me.

I find the Landlord has established a total monetary claim of **\$7,900.00** comprised of the rent owed for 2014, and the \$100.00 fee paid by the Landlord for this application.

I order that the Landlord retain the deposits of **\$1,300.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$6,600.00**.

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

### Conclusion

The Tenant failed to pay rent and did not file to dispute the Notices to End Tenancy, and vacated the rental unit. Therefore, an Order of Possession is not required.

The Landlord is granted a monetary order for rent due, may keep the deposits in partial satisfaction of the claims and has an order for the balance the Tenant owes.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: July 11, 2014

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Residential Tenancy Branch

