



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

OPR, MNR, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order for rent owed.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on June 27, 2014, the tenant did not appear.

At the outset of the hearing, the landlord stated that they are no longer seeking an Order of Possession as they had already received an Order of Possession through a previous decision dated June 10, 2014 and, after serving the Order of Possession dated June 10, 2014, the tenant was removed by bailiff on July 23, 2014.

Although, on June 10, 2014, the landlord had already receive a monetary order for rent owed for the month from May 15, 2014 to June 14, 2014, the landlord made a second application on June 23, 2014, for this hearing now seeking additional rent owed after June 14, 2014.

### **Issue(s) to be Decided**

Is the landlord entitled to monetary compensation for rental arrears and late fees?

### **Background and Evidence**

The landlord testified that the tenancy began on March 15, 2014, at which time the tenant paid a security deposit of \$1,500.00.

The landlord testified that the tenancy ended with the tenant being removed by bailiff on July 23, 2014. The landlord testified that they have already been awarded a Monetary Order for rent owed for May 15 to June 14, 2014. However, according to the landlord, the tenant still owes additional rent of \$3000.00 for the period from June 15 to July 14, 2014 and a further \$887.67 for the extra 9 days that the tenant occupied the home

before being removed on July 23 2014. The landlord also seeks to retain the tenant's \$1,500.00 security deposit in partial satisfaction of the claim.

### **Analysis**

Based on the testimony of the landlord, I find that the tenant has not paid the outstanding rent for the period from June 15, 2014 to July 23 inclusive.

With respect to the rent owed, I find that section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Through testimony from the landlord it has been established that the tenant did not pay the rent when it was due.

I accept the evidence proving that the tenant remained in the rental unit during the period from Jun 15, 2014 to July 23, 2014 without paying rent. I find that the landlord has established a total monetary claim of \$3,937.67, comprised of rental arrears of \$3,000.00 for the period from June 15, 2014 to July 15, 2014, \$887.67 for the 9 days from July 15 to July 23, 2014 and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$1,500.00 in partial satisfaction of the claim, leaving a balance due of \$2,437.67.

I hereby grant the Landlord an order under section 67 of the Act, for \$2,437.67. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### **Conclusion**

The landlord is successful in the application and is granted a monetary order for rental arrears. The request for the order of possession was found to be moot, as the tenant vacated prior to the hearing.

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: August 25, 2014

---

Residential Tenancy Branch

