



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, OPB, MNR, MNSD

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to alleged cause and a breach of an agreement with the landlord, a monetary order for unpaid rent, and for authority to retain the tenant's security deposit.

The landlord attended; the tenant did not attend the telephone conference call hearing.

The landlord gave evidence that she served the tenant with the Application for Dispute Resolution and Notice of Hearing by leaving the documents with the tenant.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

*Preliminary matter*-The landlord submitted that the tenant vacated the rental unit at the end of August 2014, and as a result, the landlord was no longer seeking an order of possession for the rental unit. I have excluded this request from further consideration.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation, authority to retain the tenant's security deposit, and to recover the filing fee?

Background and Evidence

The landlord gave evidence that this tenancy began on September 1, 2013, monthly rent was \$700, and a security deposit of \$350 was paid by the tenant at the beginning of the tenancy.

The landlord gave evidence that on June 16, 2014, she served the tenant with a 1 Month Notice to End Tenancy for Cause, listing an effective end of tenancy date of July 31, 2014. The tenant failed to vacate by that date, and did not move out until the end of August 2014, without paying the rent for August, according to the landlord.

The landlord is claiming the amount of \$700, for unpaid rent for August, and to retain the security deposit in partial satisfaction of the claim, for a total monetary award of \$350.

Analysis

Based on the oral and written evidence, I find the landlord submitted sufficient evidence to prove that the tenant was served a 1 Month Notice, did not vacate the rental unit by the effective end of tenancy date of July 31, 2014, and over held in the rental unit an additional month, without paying rent for August 2014.

I therefore find that the landlord is entitled to a monetary award of \$700 for the loss of rent revenue for August 2014, due to the tenant over holding in the rental unit, causing a loss to the landlord.

Conclusion

The landlord's application has been granted.

The landlord has been granted a monetary award in the amount of \$700.

At the landlord's request, I allow the landlord to retain the tenant's security deposit of \$350 in partial satisfaction of her monetary award.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$350, which is enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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 9, 2014