



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MDSD & FF

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was personally served on the Tenant on April 30, 2015. I find that the 10 day Notice to End Tenancy was sufficiently served on the tenant by placing it in his mail slot on May 2, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the tenant on May 12, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The landlord and AA entered into a 6.5 month fixed term written tenancy agreement that provided that the tenancy would start on October 15, 2015, end on April 30, 2015 and the tenant would have to leave at that time. In February 2015 AA vacated the rental unit and purported to assign his interest in the tenancy to the respondent. The respondent

paid the rent for March. He paid half of the rent for April and told the landlord to apply the security deposit of \$647.50 for the balance of the rent. The landlord objected but the tenant continued to live in the rental unit. The tenant has not paid any rent for May 2015 (\$1295 is owed) and June 2015 (\$1295 is owed) for a total amount owing of \$3237.50.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the two Notices to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. The fixed term tenancy has also expired. Accordingly, I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of April, May and June and the sum of \$3237.50 remains outstanding. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. I granted the landlord a monetary order in the sum of \$3237.50 plus the sum of \$50 in respect of the filing fee for a total of \$3287.50. I further ordered that the landlord shall retain the security deposit as a partial payment of the rent for April 2015. .

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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: June 24, 2015

Residential Tenancy Branch

