



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for unpaid rent, an Order of Possession because the Tenant has breached an agreement with the Landlord, a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on April 28, 2015 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord wishes to rely upon as evidence were sent to the Tenant, via registered mail, at the rental unit. The Landlord submitted a Canada Post receipt that corroborates this testimony. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89(1)(c) of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession; to a monetary Order for unpaid rent; and to keep all or part of the security deposit?

Background and Evidence

The Landlord stated that this tenancy began on July 01, 2014, although the Tenant was permitted to move in prior to that date. He stated that the Tenant agreed to pay rent of \$1,000.00 by the first day of each month and that the Tenant paid a security deposit of \$250.00, although he agreed to pay \$500.00.

The Landlord stated that the Tenant has permitted a roommate to live in the rental unit and that the roommate is still living in the rental unit. He stated that the Tenant has never given notice that he is vacating the rental unit; that the roommate stated that the Tenant is no longer living in the rental unit; and that the roommate was not sure when the Tenant stopped living in the rental unit.

The Landlord stated that the Tenant did not pay any rent for March, May, or June of 2015; and that only \$500.00 was paid for April of 2015.

The Landlord stated that a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of April 27, 2015, was posted on the door of the rental unit on April 14, 2015.

Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,000.00 by the first day of each month. Section 26(1) of the *Act* requires tenants to pay rent to their landlord when it is due.

On the basis of the undisputed evidence, I find that the Tenant did not pay rent for March of 2015 and only \$500.00 in rent was paid for April of 2015. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$1,500.00 in outstanding rent to the Landlord for March and April of 2015.

If rent is not paid when it is due, section 46(1) of the *Act* entitles landlords to end the tenancy within ten days, by providing proper written notice. On the basis of the undisputed evidence, I find that a Ten Day Notice to End Tenancy, served pursuant to section 46 of the *Act*, was posted on the door of the rental unit on April 14, 2015.

Section 46 of the *Act* stipulates that a Tenant has five days from the date of receiving the Notice to End Tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. I have no evidence that the Tenant exercised either of these rights and, pursuant to section 46(5) of the *Act*, I find that the Tenant accepted that the tenancy has ended. On this basis I grant the Landlord an Order of Possession.

As the Tenant did not vacate the rental unit on April 27, 2015, I find that the Tenant is obligated to pay rent, on a per diem basis, for the days the Tenant remained in possession of the rental unit. As the Tenant has already been ordered to pay rent for the period between April 27, 2015 and April 30, 2015, I find that the Landlord has been fully compensated for that period.

I find that the Tenant must compensate the Landlord for the month of May, in the amount of \$1,000.00, as the Tenant remained in possession of the rental unit for that entire month.

I find that the Tenant must compensate the Landlord for four days in June, as the rental unit has not been vacated. The daily rent rate for June is \$33.33 and I therefore find that the Tenant must pay \$133.32 in rent for June of 2015.

I am unable to award compensation for rent for the entire month of June, as it is entirely possible that rental unit will be vacated today. The Landlord retains the right to file another Application for Dispute Resolution seeking additional compensation for unpaid rent or loss of revenue if the Tenant remains in possession of the rental unit.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$2,683.32, which is comprised of \$2,633.32 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenant's security deposit of \$250.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$2,433.32. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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 04, 2015

Residential Tenancy Branch

