



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

**OPR, MNR, MNDC, MNSD, FF**

### **Introduction**

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an Order of possession for unpaid rent, a monetary Order for unpaid rent, damage to the rental unit and damage or loss under the Act, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on May 26, 2015, in the morning, copies of the Application for Dispute Resolution and Notice of Hearing were personally given to the tenant. Service occurred at the front desk of the landlord's office. The evidence was also given to the tenant at that time.

On May 22, 2015 the landlord also sent the hearing documents and evidence to the tenant via registered mail. A copy of the registered mail receipt was supplied as evidence. The tenant may have vacated by this time.

These documents were served effective May 26, 2015 in accordance with section 89 and 90 of the Act; however the tenant did not appear at the hearing.

### **Preliminary Matters**

The tenant has vacated; the landlord does not require an Order of possession.

The landlord withdrew the claim for June and July rent revenue.

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

Is the landlord entitled to a monetary Order for the balance of May 2015 market rent?

May the landlord retain the \$280.00 security deposit paid by the tenant?

### Background and Evidence

The tenancy commenced on March 1, 2015. Subsidized rent was \$472.00, due on the first day of each month. Market rent was \$920.00. A security deposit in the sum of \$280.00 was paid. A copy of the signed tenancy agreement was supplied as evidence.

The tenancy agreement allowed the tenant and her son to reside in the unit. The agreement required the tenant to obtain approval for additional occupants and that failure to do so would form a breach of the agreement.

On April 13, 2015 the landlord sent the tenant a letter informing the tenant that she had an additional unauthorized occupant living in the unit and that this would affect her rent subsidy. The landlord requested proof that the occupant was residing elsewhere. The tenant was told that if she did not supply this information her rent subsidy would be withdrawn and market rent would be owed effective May 1, 2015.

The tenant did not supply the requested information on the additional occupant. The tenant paid the subsidized rent for May, 2015.

The landlord issued 10 day Notice to end tenancy for unpaid rent in the sum of \$445.00; the balance of rent owed after the removal of the subsidy. The tenant did not dispute the Notice, did not pay the balance of rent owed and vacated the unit.

The landlord has claimed the balance of May 2015 rent in the sum of \$445.00.

### Analysis

In the absence of evidence to the contrary, I find that the tenant was served with a Notice ending tenancy that required the tenant to vacate the rental unit as a result of a failure to pay the balance of May 2015 market rent owed.

I find that the rent subsidy was withdrawn when the tenant failed to comply with the landlord's request to provide information on an additional occupant.

Therefore, in the absence of the tenant, who was served with Notice of this hearing, I find that rent owed on May 1, 2015 was \$920.00. Therefore, I find the landlord is entitled to compensation in the sum of \$445.00; the balance of rent owed for May 2015.

As the landlord's application has merit I find, pursuant to section 72 of the Act that the landlord is entitled to recover the \$50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

Pursuant to section 72 of the Act, I find that the landlord is entitled to retain the \$280.00 security deposit in partial satisfaction of the claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$215.00. 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.

Conclusion

The landlord is entitled to a monetary Order for unpaid May 2015 rent.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

This decision is final and binding on the parties and 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: July 08, 2015

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Residential Tenancy Branch

