



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mirage Resources Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on July 25, 2015 in accordance with Section 89.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlord testified the tenant vacated the rental unit on August 8, 2015. As such, the landlord agreed they were no longer in need of an order of possession and I amend this Application for Dispute Resolution to exclude the matter of possession.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord testified the tenancy began on April 1, 2015 as a month to month tenancy for a monthly rent of \$650.00 due on the 1<sup>st</sup> of each month with a security deposit of \$325.00 paid.

The landlord submitted into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on July 3, 2015 with an effective vacancy date of July 14, 2015 due to \$650.00 in unpaid rent.

The landlord testified the tenant had not paid rent for either July or August 2015.

### Analysis

Based on the undisputed testimony of the landlord I find the tenant has failed to pay rent to the landlord for the months of July and August 2015 in the amount of \$1,300.00.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,350.00** comprised of \$1,300.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$325.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,025.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 12, 2015

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Residential Tenancy Branch

