



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute codes OP MNR MNSD FF

Introduction

This hearing dealt with (a) an application by the landlord for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim; and (b) an application by the tenant for an order setting aside the landlord's 10 Day Notice to End Tenancy. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenants did not appear although they had their own application set for today and were each served with the landlord's Application for Dispute Resolution and Notice of Hearing sent by registered mail on August 27, 2015.

Because the tenants did not show up for the hearing, I dismiss their application.

Further, at the outset of the hearing the landlord advised that the tenants had vacated the rental unit on or about October 1st and that an order of possession was no longer necessary.

Issues

Is the landlord entitled to the requested orders?

Background and Evidence

This tenancy began on August 1, 2014. The rent was \$700.00 due in advance on the first day of each month. The tenant paid a security deposit of \$350.00 at the start of the tenancy. The tenant did not pay rent for August when it was due and still owed \$515.00 for the month of July. On August 5, 2015 the landlord served the tenant with a Notice to End Tenancy for non-payment of rent by posting it on the door of the rental unit. The tenants disputed the Notice but did not pay the rent for July or August. Subsequently the tenants did not pay for rent for September or October. The tenants then vacated the rental unit on or about October 1, 2015.

Analysis

The tenants paid no rent for the months of August, September and October and still owed \$515.00 in rent for July. The tenancy agreement stipulated that the rent be paid in advance on the first day of each month. The tenancy agreement also stipulated a \$25.00 late fee for late rental payments. The tenants clearly owe the rent for July, August and September. The landlord has also requested rent for the month of October. However, given that the tenants were out of the unit on October 1st, I find that the landlord should only be entitled to receive half of the rent for October as there is a possibility that a new tenant may be found for October 15, 2015. If this is not the case, the landlord may return to file another claim for the balance of the month.

Conclusion

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$2440.00 for the outstanding rent for July, August, September and half of October. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$2490.00. I order that the landlord retain the deposit and interest (\$0.00) of \$350.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2140.00. This order may be filed in the 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: October 05, 2015

Residential Tenancy Branch