



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession, a monetary Order for unpaid rent, to retain all or part of the security deposit/pet damage deposit, and to recover the fee for filing this Application for Dispute Resolution. At the outset of the hearing the Landlord stated that he did not intend to apply for an Order of Possession and that matter will not be considered at these proceedings.

The Landlord stated that on May 15, 2015 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord submitted with the Application for Dispute Resolution were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 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 keep all or part of the security/pet damage deposit in compensation for unpaid rent?

Background and Evidence

The Landlord stated that:

- this tenancy began on June 01, 2013;
- a real estate company was acting as his agent during this tenancy;
- the real estate company and the Tenant entered into a written tenancy agreement;
- the tenancy agreement was for a fixed term that ended on April 30, 2014;
- the tenancy agreement required the Tenant to vacate the rental unit on April 30, 2014;

- the tenancy agreement required the Tenant to pay rent of \$1,200.00 by the first day of each month;
- the Tenant paid a security deposit of \$600.00 and a pet damage deposit of \$200.00;
- the Tenant and an agent for the Landlord mutually agreed that the tenancy would continue until June 12, 2014;
- the Tenant provided written confirmation of his intent to vacate the rental unit on June 12, 2014;
- he is not certain when the rental unit was vacated, but the Tenant advised him it was vacated on June 06, 2014;
- no rent was paid for June of 2014; and
- he received a forwarding address for the Tenant on, or about, May 06, 2015, via registered mail.

The Landlord is seeking compensation, in the amount of \$480.00, in rent for the period between June 01, 2014 and June 12, 2014. The Landlord submits that the Tenant is obligated to pay rent for these twelve days on the basis of the mutual agreement that the tenancy would end on June 12, 2014 even if the Tenant vacated the unit prior to that date.

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 \$1,200.00 by the first day of each month and that the parties mutually agreed that the tenancy would end on June 12, 2014.

Section 26(1) of the *Act* requires tenants to pay rent to their landlord when it is due. As the parties agreed the tenancy would end on June 12, 2014, I find that the Tenant was obligated to pay per diem rent of \$40.00 for those twelve days, which is \$480.00. I find that the Tenant must pay rent for those twelve days even if the Tenant opted to vacate the rental unit prior to the agreed upon end date of the tenancy.

On the basis of the undisputed evidence, I find that the Tenant has not paid any rent for June of 2014 and I therefore find that the Tenant must pay \$480.00 in outstanding rent to the Landlord.

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

The Landlord has established a monetary claim, in the amount of \$530.00, which is comprised of \$480.00 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 \$530.00 from the Tenant's security deposit in

full satisfaction of the monetary claim. The Landlord is obligated to return the remaining \$70.00 of the security deposit and the \$200.00 pet damage deposit to the Tenant.

Based on these determinations I grant the Tenant a monetary Order for the \$270.00. In the event the Landlord does not comply with this Order, it may be served on the Landlord, 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: October 21, 2015

Residential Tenancy Branch

