



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession based on unpaid rent, a Monetary Order for unpaid rent, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Landlord appeared at the hearing. He gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified served the Tenant with the Notice of Hearing and their Application on June 1, 2016 by registered mail. The tracking number for this mailing is provided on the cover page of this my Decision. The Landlord testified that to his knowledge the package was accepted by the Tenant. Under the *Residential Tenancy Act* documents served this way are deemed served five days later; accordingly, I find the Tenant was duly served as of June 6, 2016 and I proceeded in his absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

Background and Evidence

Introduced in evidence was a copy of the residential tenancy agreement which provided that this tenancy began on March 23, 2016 for a fixed term of two (2) months and nine (9) days ending on May 31, 2016.

The Tenant was obligated to pay rent in the amount of \$1,600.00 on the first of the month. The Landlord confirmed that he prorated the rent for the nine days the Tenant was in occupation of the rental unit in March of 2016. The Tenant paid a security deposit in the amount of \$800.00 on March 22, 2016.

The Landlord testified that the Tenant failed to pay rent for the month of May, and has yet to vacate the rental unit as agreed on the tenancy agreement such that he is over holding his tenancy and preventing the Landlord from renting the unit for June 2016. The Landlord confirmed at the hearing that he sought the sum of \$3,200.00 for unpaid rent for May 2016 and loss of rent for June 2016.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid the May 2016 rent as required by the tenancy agreement and has not vacated the rental unit as required by the fixed term tenancy.

Pursuant to section 44(1)

44 (1) A tenancy ends only if one or more of the following applies:

(b) the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy

Based on the terms of the tenancy agreement and sections 44(1) and 55 of the *Residential Tenancy Act*, I find that the Landlord is entitled to an Order of Possession effective **two days** after service on the Tenant. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

I also find that the Landlord has established a total monetary claim \$3,200.00 comprised of rent owing for May 2016 as well as loss of rent for the Tenant over-holding in the rental unit for June 2016. I Order, pursuant to section 38(4)(b) that the Landlord retain the security deposit of \$800.00 in partial satisfaction of the claim and I grant the

Landlord a Monetary Order pursuant to section 67 for the balance due of **\$2,400.00**. This Monetary Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

Conclusion

The Tenant failed to pay rent for May 2016 and failed to vacate the rental unit as required by the tenancy agreement. As the Tenant over-held his tenancy into June 2016, the Landlord is also entitled to monetary compensation for loss of rent for June 2016.

The Landlord is granted an Order of Possession, may keep the security deposit and interest in partial satisfaction of the claim, and is granted a Monetary Order for the balance due in the amount of **\$2,400.00**.

This decision is final and binding on the parties, except as otherwise provided under the Act, 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: June 29, 2016

Residential Tenancy Branch