



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD & FF

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession based on the Tenant's Notice to End Tenancy
- b. A monetary order in the sum of \$1100 for unpaid rent and damages
- c. An Order to retain the security deposit.
- d. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

On March 4, 2016 the tenant gave the Landlord a Notice to End Tenancy in writing indicating that the tenancy was to end on May 31, 2016. I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Tenant on May 28, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on March 1, 2016. The latest written tenancy agreement signed by the parties provided that the tenancy was to start on March 1, 2016, end on May 31, 2016 and the tenancy would end and the tenant would have to vacate the rental unit at

that time. The rent was \$1100 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$625 on February 26, 2016.

On March 4, 2016 the tenant gave the landlord notice in writing that she was vacating the rental unit on May 31, 2016. The tenant remains in the rental unit. The tenant failed to pay the rent for June and the sum of \$1100 remains outstanding.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The parties agreed to a fixed term tenancy agreement that provided that the tenancy would end on May 31, 2016 and the tenant would have to vacate at that time. The tenant gave the landlord written notice she was ending the tenancy on May 31, 2016. I determined the landlord is entitled to an Order for Possession on those two grounds. Further, the tenant has failed to pay the rent for June. Accordingly, I granted the landlord an Order for Possession on 2 day Notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of June and the sum of \$1100 remains outstanding. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. I granted the landlord a monetary order in the sum of \$1100 plus the sum of \$100 in respect of the filing fee for a total of \$1200.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$625. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$575.

Conclusion:

In summary I granted an Order for Possession on 2 days notice. I ordered that the Landlord shall retain the security deposit of \$625 In addition I further ordered that the Tenant(s) pay to the Landlord(s) the sum of \$575.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: June 28, 2016

Residential Tenancy Branch