



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KELSON GROUP
and [tenant name suppressprivacy]

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to cancel a Notice to End Tenancy for Cause, to cancel a Notice to End Tenancy for Unpaid Rent, and for other. At the hearing the female Tenant withdrew the application to cancel a Notice to End Tenancy for Cause and the application to cancel a Notice to End Tenancy for Unpaid Rent, as the rental unit has been vacated. I consider these applications to be withdrawn.

The female Tenant stated that on June 22, 2016 the Application for Dispute Resolution, the Notice of Hearing and documents the Tenants submitted with the Application for Dispute Resolution were sent to the Landlord via registered mail. The Agent for the Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution. The Agent for the Landlord stated that the Landlord still wants an Order of Possession as the keys to the rental unit have not been returned.

The Agent for the Landlord stated that on June 03, 2016 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord submitted with the Application for Dispute Resolution were sent to the Tenants via registered mail. The Tenants acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On June 24, 2016 the Tenants submitted four pages of evidence to the Residential Tenancy Branch. The female Tenant stated that this evidence was mailed to the Landlord on June 23, 2016. The Agent for the Landlord acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

The parties were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Preliminary Matter

At the hearing the Agent for the Landlord applied to amend the Application for Dispute Resolution to include a claim for unpaid rent for July of 2016. At the hearing the parties were advised that the application for unpaid rent for July was denied.

In retrospect, I am allowing the amendment to include unpaid rent for any portion in July that the Tenants remained in possession of the rental unit. I find that the Tenants knew, or should have known, that the Landlord would be seeking all rent currently due and I therefore find that they are not disadvantaged by amending the amount of the Landlord's claim to include all rent currently due.

I will not amend the Landlord's application for lost revenue for any period in July as the Landlord has not properly notified the Tenants that the Landlord would be pursuing a claim for lost revenue. The Landlord retains the right to file another Application for Dispute Resolution seeking compensation for lost revenue for any period for which rent has not been awarded.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession; to a monetary Order for unpaid rent; and to keep all or part of the security deposit?

Background and Evidence

The Landlord and the Tenants agree that:

- this tenancy began on May 01, 2015;
- the Tenants agreed to pay rent of \$1,000.00 by the first day of each month;
- the rent was increased to \$1,025.00, effective June 01, 2016;
- the Tenants paid a security deposit of \$437.50;
- the Tenants did not pay any rent June of 2016; and
- the Tenants were served with a Ten Day Notice to End Tenancy, dated June 03, 2016.

The female Tenant stated that rental unit was vacated on July 06, 2016. The Agent for the Landlord stated that prior to this hearing she did not receive confirmation that the Tenants had moved nor have the keys been returned to the Landlord.

Analysis

On the basis of the undisputed evidence I find that the Tenants entered into a tenancy agreement that required the Tenant to pay monthly rent of 1,025.00 on June 01, 2016,

which has not been paid. As the Tenants are required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenants must pay \$1,025.00 in for June of 2016.

On the basis of the undisputed evidence I find that the Tenants remained in possession of the rental unit for six days in July of 2016. I there find that they must pay rent for those 6 days at a daily rate of \$33.06, which equates to \$198.36.

On the basis of the undisputed evidence I find that the Landlord served the Tenants with a Ten Day Notice to End Tenancy, dated June 03, 2016. As the Tenants no longer wish to pursue their application to cancel that Ten Day Notice to End Tenancy, I find it reasonable to grant the Landlord an Order of Possession on the basis of that Notice.

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

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenants. This Order may be served on the Tenants, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$1,323.36, which includes \$1,223.36 in unpaid rent and \$100.00 in compensation for the filing fee paid by the Landlord for an Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenants' security deposit of \$437.50, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$785.86. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, 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: July 11, 2016

Residential Tenancy Branch