



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JW BOYD CONSTRUCTION SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR MNSD OPB FF

Introduction:

Both parties attended the hearing and confirmed personal delivery of the Application for Dispute Resolution. The landlord applies pursuant to the *Residential Tenancy Act* for orders as follows:

- a) An order of Possession as the fixed term lease expired June 30, 2016;
- b) A monetary order pursuant to Sections 7, 44, 45, 46 and 67 for rental arrears and any over holding rent due to the breach of a fixed term lease;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Is the landlord entitled to an Order of Possession and a Monetary Order for rental arrears, rental loss and filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced July 1, 2015 on a fixed term lease to June 30, 2016, a security deposit of \$500 and a pet damaged deposit of \$500 were paid and rent is \$1000 a month. The tenant has not paid rent for June or July 2016 and is still in the unit. She said she was given a two month notice to end her tenancy and the residential tenancy branch office told her she was entitled to one free month's rent in June.

The landlord said he gave her no Notice to End her tenancy. He read a letter which he sent to her which told her that her lease expired on June 30, 2016 and she had to vacate as they were not prepared to sign a new lease with her. He said she asked for an extension to her lease but he refused. He requests a monetary order for \$2,000 for the \$1000 rental arrears owed for June and \$1000 in over holding rent for July 2016.

The tenant said she could not find a new place yet but the landlord refused to extend the time. The tenant said the landlord had cut off the Wi-Fi. The landlord said the provision of Wi-Fi___33 was not included in the lease.

In evidence is the fixed term lease with initials in clause 2 stating vacant possession to be given on June 30, 2016 and the landlord's bank statement showing June rent cheque was returned NSF. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

Order of Possession:

I find the landlord entitled to an Order of Possession effective two days from service as requested. I find the parties had a fixed term lease expiring on June 30, 2016 which provided for vacant possession. Although the tenant contended she had been served a two month Notice to End her tenancy, I find the landlord's evidence more credible that it was merely a reminder letter to vacate on June 30th that he sent her. I find landlords must provided Notices in the correct form according to section 52 of the Act and the tenant was not given such a form. Furthermore, the landlord's credibility is supported by the fact that vacant possession was provided in the lease so he had no need to serve a Notice to End Tenancy.

Monetary Order

I find that there are rental arrears of \$1000 for June 2016 and rental loss in the amount of \$1000 for July 2016. I find provision of Wi-Fi___33 was not included in the lease so I decline to award any reduction in rent for the loss of it.

Conclusion:

I find the landlord is entitled to an Order of Possession effective two days from service and a monetary order as calculated below. I find the landlord is entitled to retain the security and pet damage deposits to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears and loss	2000.00
Filing fee	100.00
Less security and pet damage deposits	-1000.00
Total Monetary Order to Landlord	1100.00

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 27, 2016

Residential Tenancy Branch

