



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, MNSD, OPC, MNR

### Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession based on a 1 month Notice to End Tenancy for cause, and requesting a Monetary Order for rent outstanding for the month of May 2016 and recovery of the \$100.00 filing fee.

The applicant is also requesting an Order to retain the full security deposit towards the claim.

The applicant testified that the respondent was served with notice of the hearing by personal service on June 6, 2016; however the respondent did not join the conference call that was set up for the hearing.

It is my finding that the respondent has been properly served with notice of today's hearing and therefore I conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

### Issue(s) to be Decided

At the beginning of the conference call the applicant stated that the tenant has vacated the rental unit as of June 20, 2016, and therefore they no longer require an Order of Possession.

The issue I dealt with therefore is whether or not the applicants have established a monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The applicant testified that the tenant failed to pay the May 2016 rent and therefore on June 3, 2016 he applied for dispute resolution to get an Order for that outstanding rent.

The applicant further testified that the tenant subsequently paid the May 2016 rent; however the tenant did not vacate the rental unit until June 20, 2016, and paid no rent for the month of June 2016, and as a result he lost the full rental revenue for the month of June 2016.

The applicant is therefore requesting an Order for the \$500.00 June rent, and recovery of his \$100.00 filing fee.

### Analysis

It is my decision that the tenant must pay the June 2016 rent, as he failed to vacate the rental unit until June 20, 2016, and therefore he should reasonably have anticipated that, another month's rent would be due.

I also allow the landlords request for recovery of the \$100.00 filing fee and the landlords request to retain the full security deposit towards the claim.

### Conclusion

I have allowed the landlords full claim of \$600.00 and I therefore Order, pursuant to section 38 of the Residential Tenancy Act, that the landlord may retain the full security deposit of \$250.00, and, pursuant to section 67 of the Residential Tenancy Act, I have issued a Monetary Order in the amount of \$350.00.

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 06, 2016

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Residential Tenancy Branch