



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC MND MNSD MNDC FF O

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord stated that they personally served the tenant with the application for dispute resolution and notice of hearing on June 15, 2016. I accepted the landlord's evidence that the tenant was served with notice of the hearing, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on May 4, 2016. Rent in the amount of \$750.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$375.00. The tenant failed to pay \$75.00 of the rent for June 2016. On June 6, 2016 the tenant texted the landlord and indicated that he had moved out of the unit four days earlier. The landlord therefore changed the locks. The landlord stated that on or about June 8, 2016 the tenant broke down the front door of the unit and moved back in. The landlord stated that the tenant now also has four or five other people there. The tenant further failed to pay rent in the month of July 2016.

The Landlord seeks an immediate order of possession and he has claimed \$825.00 in unpaid rent and lost revenue for June and July 2016 and \$380.00 for the broken door. The landlord submitted a photograph of the broken door as well as copies of texts between the landlord and the tenant. The landlord did not provide testimony or evidence to support the remainder of his monetary claim.

Analysis

I have reviewed all evidence and I find that the landlord is entitled to an order of possession. I find that the tenancy ended on June 2, 2016, when the tenant moved out. The tenant therefore has no further legal right to occupy the rental unit.

As for the monetary order, based on the above-noted evidence I find that the landlord has established a claim for \$825.00 in unpaid rent lost revenue for June and July 2016 and \$380.00 for the broken door. The landlord is also entitled to recovery of the \$100.00 filing fee. The remainder of the monetary claim is dismissed with leave to reapply.

Conclusion

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is entitled to \$1,305.00. I order that the landlord retain the security deposit of \$375.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$930.00. This order may be filed in the 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 19, 2016

Residential Tenancy Branch