



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

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 and one tenant participated in the teleconference hearing.

Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

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 several years ago. The three tenants are joint tenants. Rent in the amount of \$900.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord received security deposit of \$450.00. The tenants failed to pay rent in the month of June 2016. The landlord stated that the tenant DH offered to pay half of the rent for June, but not all of it. The tenant stated that he thought the other two tenants would pay the other half of the rent, but when they did not he would have paid \$900.00 for June. The tenant stated that the landlord refused to accept the rent. The tenant could not know what date he offered to pay the full rent.

On June 2, 2016 the landlord served the tenants with a notice to end tenancy for non-payment of rent. The tenant DH stated that he vacated the rental unit approximately three weeks ago. The landlord stated that the tenant RL remained in the rental unit and has failed to pay rent for the month of July 2016.

Analysis

I have reviewed all evidence and I accept that the tenants were served with the notice to end tenancy and they failed to pay the rent owed within the five days granted under section 46(4) of the Act. I explained to the landlord and the tenant DH that the tenancy ended when DH moved out, and any other tenant who remains in the unit is now overholding. Therefore, it is not relevant whether DH offered to pay the full rent, as he did not apply to dispute the notice and he chose to move out. The landlord is therefore entitled to an order of possession.

As for the monetary order, based on the above-noted evidence I find that the landlord has established a claim for \$1,800.00 in unpaid rent and lost revenue. The landlord is also entitled to recovery of the \$100.00 filing fee.

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 \$1,900.00. I order that the landlord retain the security deposit of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,450.00. 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 22, 2016

Residential Tenancy Branch

