



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, MNDC, MNSD, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An Order for Possession.
- b. A monetary order in the sum of \$1600.
- c. An order to retain the security deposit.
- d. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 2 month Notice to End Tenancy was personally served on the Tenant on June 1, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Tenant on September 2, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to a monetary order and if so how much?
- c. Whether the landlord is entitled to retain the security deposit?
- d. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on October 1, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$800 per month and utilities of \$60 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$400 at the start of the tenancy.

The landlord served a 2 month Notice to End Tenancy on the Tenant on June 1, 2016. On June 17, 2016 the tenant wrote the landlord advising the landlord she would be vacating the rental unit on August 31, 2016 or earlier if she found alternative accommodation.

The tenant took advantage of her rights under section 51(1) of the Act and applied the right to the equivalent of one month rent to the rent for August.

The tenant has not paid the rent and utilities for September and October and the sum of \$1720 remains outstanding. I find that the Ministry made a payment of \$570 in September but that payment was applied to rent that was owed for July.

Order for Possession:

The Residential Tenancy Act provides that were a Tenant is served with a 2 month Notice to End Tenancy, the Tenant has 15 days in which to apply to cancel the Notice. It further provides that were the tenant fails to apply to cancel the Notice the Tenant is conclusively presumed to have accepted the end of tenancy and must vacate the rental unit at the end of tenancy. The tenant failed to apply to dispute the Notice and the time to do so has expired. As a result I granted the landlord an Order for Possession. I set the effective date of the Notice to End Tenancy for October 31, 2016.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of September and October and the sum of \$1720 remains outstanding for rent and utilities. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. I granted the landlord a monetary order in the sum of \$1720 plus the sum of \$100 in respect of the filing fee for a total of \$1820.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$400. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1420.

Conclusion:

I granted an Order for Possession effective October 31, 2016. I ordered that the Landlord shall retain the security deposit of \$400. In addition I further ordered that the Tenant(s) pay to the Landlord(s) the sum of \$1420.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: October 24, 2016

Residential Tenancy Branch