



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JIA SHENG ENTERPRISES INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPB, MND, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, for a monetary order for unpaid rent, damages and money owed or loss, for an order to retain the security deposit and pet damage deposit (the "Deposits") in partial satisfaction of the claim and to recover the filing fee.

The landlord's agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on March 10, 2017, a Canada post tracking number was provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

### Issues to be Decided

Is the landlord entitled to an order of possession?  
Is the landlord entitled to a monetary order as claimed above?  
Is the landlord entitled to keep all or part of the Deposits?

### Background and Evidence

The one year fixed term tenancy began on March, 1, 2016 and was to expire on February 28, 2017. Rent in the amount of \$1,000.00 was payable on the first of each month. A security deposit of \$500.00 and a pet damage deposit of \$500.00 was paid by the tenant.

The tenancy agreement filed in evidence states,

“ at the end of the fixed term length of time the tenancy ends and the tenant must move out of the residential unit”.

[Reproduced as written.]

The landlord's agent that the tenant did not pay rent for February 2017.

The landlord's agent stated the tenant also refused to move out of the premises as required by the tenancy agreement, nor did the tenant pay any rent for March 2017.

The landlord seeks a monetary order of unpaid rent in the amount of \$2,000.00 and an order of possession.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I accept the undisputed evidence of the landlord's agent that the tenant did not vacate the rental unit as required by the tenancy agreement. I find the tenant breached the tenancy agreement and the Act.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I accept the undisputed evidence of the landlord's agent that the tenant failed to pay rent for February 2017. I further accept the undisputed evidence of the landlord's agent that as a result of the tenant overholding the premises that the landlord is entitled to recover unpaid rent for March 2017. I find the tenant breached the tenancy agreement, and the Act, and this caused losses to the landlord.

I find that the landlord has established a total monetary claim of **\$2,100.00** comprised of unpaid rent for the above mentioned months and the \$100.00 fee paid by the landlord for this application.

I order that the landlord retain the Deposits of \$1,000.00 in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of \$1,100.00. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

As the landlord has not been in the rental unit to determine damages, I find that this portion of their application premature. Therefore, I dismiss this portion with leave to reapply.

Conclusion

The landlord is granted an order of possession, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: March 29, 2017

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Residential Tenancy Branch