



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            OPB, MNR, FF

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession, for a Monetary Order for unpaid rent to recover the filing fee for this proceeding.

At the start of the conference call the Landlord indicated he did not check off the box to retain the Tenant's security deposit in error. The Landlord request to add the security deposit to the application.

The Landlord said served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on April 5, 2017. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

### Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and if so how much?
4. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This tenancy started on October 15, 2016 as a 5 month fixed term tenancy with an expiry date of March 15, 2017. A mutual agreement to end the tenancy was signed on March 11, 2017 extending the tenancy to March 31, 2017. Rent is \$780.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$400.00 at the start of the tenancy.

The Landlord said that the Tenant did not move out of the rental unit as agreed and the Tenant has not paid rent for April, 2017 or May, 2017. The Landlord requested an Order of Possession to end the tenancy and a monetary order for unpaid rent of \$1,170.00. The monetary order represents the April, 2017 rent of \$780.00 and half the May, 2017 rent in the amount of \$390.00 as the Landlord believes the Tenant has abandoned the rental unit now.

The Landlord further requested to recover the filling fee of \$100.00 for this proceeding.

### Analysis

As the parties signed a Mutual Agreement to End Tenancy on March 11, 2017 to end the tenancy on March 31, 2017 and the Tenant did not comply to this agreement; I find the Tenant has breached the tenancy agreement and the mutual agreement to end tenancy. Consequently I find for the Landlord and pursuant to s. 55(b) of the Act, the Landlord is entitled to an Order of Possession to take effect 48 hours after service of it on the Tenant.

I also find that the Landlord is entitled to recover unpaid rent for April, 2017, in the amount of \$780.00 and for half the month of May, 2017 in the amount of \$390.00.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$1,170.00	
	Recover filing fee	\$ 100.00	
	Subtotal:		\$1,270.00
Less:	Security Deposit	\$400.00	
	Subtotal:		\$ 400.00
	Balance Owing		\$ 870.00

### Conclusion

An Order of Possession effective 2 days after service of it on the Tenant and a Monetary Order in the amount of \$870.00 have been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: May 10, 2017

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Residential Tenancy Branch