



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD & FF

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$9800 for unpaid rent and damages
- 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 the applicant and in the absence of the respondents although duly served. 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. The parties acknowledged they had received the documents of the other party.

I find that the 10 day Notice to End Tenancy was served on the Tenants by posting on April 8, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenants by mailing, by registered mail to where the Tenant's reside on May 7, 2017.

The tenancy agreement was signed by JGG only. WT is an agent for the tenant. She has not signed the tenancy agreement. I determined WT is not a tenant and I dismissed the claim against her without liberty to re-apply.

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 all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The landlord and JGG entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on May 1, 2016 and end on April 30, 2017. The rent was \$2250 per month payable on the first day of each month. The tenant JGG paid a security deposit of \$1125 on April 1, 2016.

The tenant(s) JGG failed to pay the rent for the months of January 2017, February 2017, March 2017 and April 2017 and the sum of \$9000 remains owing. The tenant JGG's belongings remain in the rental unit although he/she has not been around.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession on 2 days notice..

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 JGG has failed to pay the rent for the month(s) of January 2017, February 2017, March 2017 and April 2017 and the sum of \$9000 remains owing. In addition I determined the landlord is entitled to \$300 for the failure to return three FOBs, \$300 for the cost of replacing a lock after the tenants failed to return keys and \$200 for the cost of cleaning. I granted the landlord a monetary order in the sum of \$9800 plus the sum of \$100 in respect of the filing fee for a total of \$9900. I dismissed the landlord's claim that he be permitted to keep the Tenant's furniture to pay the outstanding debt.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$1125. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$8775.

Conclusion:

I granted an Order of Possession on 2 days notice. I ordered the landlord may retain the security deposit of \$1125. I further ordered that the tenant JGG pay to the landlord the sum of \$8775.

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 final and binding on both parties.

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: June 12, 2017

Residential Tenancy Branch