



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
- b. A monetary order in the sum of \$375 for unpaid rent
- 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 a representative of the applicant and in the absence of the respondent 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.

I find that the 2 month Notice to End Tenancy that the tenant no longer qualifies for subsidized housing was served on the Tenant by posting on November 7, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was served by mailing by registered mail to where the tenant resides on May 29, 2017.

I ordered that the Application for Dispute Resolution be amended to include a claim for non-payment of rent for June and July 2017. 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 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 tenant initially rented another unit in the rental property in 2010. On March 1, 2015 the parties entered into a written tenancy agreement for the rental unit in question. The tenancy agreement provided that the rent is \$375 per month payable on the first day of each month. The tenant paid a security deposit of \$435 at the start of the first tenancy.

The 2 month Notice to End Tenancy provided that the tenancy would end on January 31, 2017. The tenant was not able to find alternative accommodation and on February 10, 2017 the parties entered into a Mutual Agreement to End the Tenancy effective March 31, 2017. Again the tenant was unable to find alternative accommodation and on March 30, 2017 the parties entered into a second Mutual Agreement to End the Tenancy effective April 30, 2017.

The tenant continues to reside in the rental unit. The tenant(s) failed to pay the rent for the months of May 2017 (\$375 is owed), June 2017 (\$375 is owed) and July 2017 (\$375 is owed) and the sum of \$1125 remains owing. .

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The parties signed a Mutual Agreement to end the tenancy effective April 30, 2017. The tenant has failed to pay the rent for May, June and July and he is over-holding. 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 has failed to pay the rent for the month(s) of May 2017 (\$375 is owed), June 2017 (\$375 is owed) and July 2017 (\$375 is owed) and the sum of \$1125 remains owing. I granted the landlord a monetary order in the sum of \$1125 plus the sum of \$100 in respect of the filing fee for a total of \$1225.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$435. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$790.

Conclusion:

I granted an Order of Possession on 2 days notice. I ordered that the Landlord shall retain the security deposit of \$435. In addition I further ordered that the Tenant(s) pay to the Landlord(s) the sum of \$790.

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: July 13, 2017

Residential Tenancy Branch