



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant: MT CNR FF
Landlord: OPR MNR FF

Introduction

This hearing was convened in response to cross applications by the parties pursuant to the *Residential Tenancy Act* (the Act). On August 25, 2017 the tenant applied for more time to dispute the landlord's Notice to end Tenancy for Unpaid Rent with an even-dated effective date of August 25, 2017 and if successful to cancel the referenced landlord's Notice to End and recover the filing fee. The landlord applied on August 25, 2017, subsequently amended, for an Order of Possession pursuant to multiple Notices to End, for unpaid rent of the tenancy, and for their filing fee.

The applicant tenant was provided with a copy of the Notice of a Dispute Resolution Hearing dated August 25, 2017 after filing their application. The tenant, however, did not attend the hearing set for today at 11:00 a.m. The phone line remained open during the hearing of 20 minutes and was monitored throughout this time. The only party to call into the hearing were the 2 landlords. As a result, the tenant's application was preliminarily **dismissed** in its entirety.

I accept the landlord's evidence that the tenant was personally served with their original application for dispute resolution as well as their subsequent amendments and all evidence as provided to this proceeding.

At the outset of the hearing the landlord testified they confirmed that the tenant vacated the rental unit on October 31, 2017 as they came upon a mostly vacated unit absent of personal items. The landlord was apprised that under the circumstances they have regained *de facto* possession of the rental unit.

The hearing advanced on solely the remaining relevant aspects of the landlord's application. The landlord was given opportunity to be heard, to present relevant evidence and to make submissions.

Issue(s) to be decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

It is undisputed that the tenancy started May 01, 2017. According to the tenancy agreement the payable monthly rent of \$2150.00 is due in advance on the 1st day of every month. At the outset of the tenancy the landlord collected a security deposit of \$1075.00 which they hold in trust. On August 25, 2017 the landlord gave the tenant a 10 Day Notice to End Tenancy for Unpaid Rent claiming the tenant had failed to pay all of the rent for August 2017 in the sum amount of \$1450.00. The tenant ultimately paid all of the August, 2017 rent as well as the landlord's administrative fee 9 days later on August 24, 2017 before subsequently applying to dispute the landlord's Notice; and, the landlord also applying and seeking to end the tenancy pursuant to the issues of unpaid rent.

On September 03, 2017 the tenant satisfied the payable monthly rent, however to date the tenant has not paid October 2017 rent. The landlord seeks a monetary order for the unpaid rent.

Analysis

The full text of the Act, and other resources, can be accessed via the Residential Tenancy Branch website: www.gov.bc.ca/landlordtenant.

Pursuant to the undisputed testimony of the landlord I find they have regained *de facto* possession of the rental unit.

The undisputed evidence is that the tenant occupied the rental unit until they vacated on October 31, 2017 however failed to pay rent for October 2017 in the amount of \$2150.00. As a result, I grant the landlord the unpaid rent for October 2017. The landlord is further entitled to recover their filing fee. The tenant's deposit will be off-set from the award made herein.

The landlord was apprised that if they have any other loss related to the tenancy it is available to them to seek resolution of such a claim within 2 years of the end of the tenancy.

Calculation for Monetary Order

Unpaid rent October 2017	\$2150.00
Landlord's filing fee	\$100.00
Landlord's award / total	\$2250.00
Less Security deposit	-\$1075.00
Total Monetary Order / landlord	\$1175.00

Conclusion

The tenant's application is **dismissed**, without leave to reapply.

The landlord's application is granted in its relevant parts.

I Order the landlord retain the security deposit of \$1075.00 in partial satisfaction of their claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$1175.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding.

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: November 06, 2017

Residential Tenancy Branch