



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD & FF

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 \$3600 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.

The tenancy agreement was signed by AD and JD. I determined they are Tenants. I dismissed the claim against the other respondents as they were not Tenants.

I find that the 10 day Notice to End Tenancy was served on the Tenant(s) by posting on December 3, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenant(s) by mailing, by registered mail to where the Tenants reside on December 22, 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 parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on December 16, 2015. The rent was \$3500 per month payable in advance on the first day of each month. The Tenant(s) paid a security

deposit of \$1750 at the start of the tenancy. The rent was subsequently increased to \$3600 per month payable in advance on the first day of each month.

The Tenant(s) failed to pay the rent for December and the sum of \$3600 is owed. In addition the Tenants stayed in the rental unit until January 4, 2018. They owe \$464 for the 4 days in January. The total rent owed to January 4, 2018 is \$4064.

The Tenants vacated the rental unit on January 4, 2018.

Analysis - Order of Possession:

It is no longer necessary to consider the landlord's application for an Order of Possession as the Tenants have vacated the rental unit and the landlord has regained possession.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant(s) have failed to pay the rent for the period December 1, 2017 to January 4, 2018 and the sum of \$4064 remains outstanding. I granted the landlord a monetary order in the sum of \$4064 plus the sum of \$100 in respect of the filing fee for a total of \$4164.

The landlord claimed the Tenant(s) failed to properly clean the rental unit and caused damages and she submitted a number of documents and a monetary order worksheet making those claims. The landlord did not amend her Application for Dispute Resolution to make these claims. As the claims for the cost of cleaning and damages were not part of the Application for Dispute Resolution filed by the landlord I determined it was not appropriate to consider them. The landlord retains the right to file another Application for Dispute Resolution making those claims.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$1750. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2414.

Conclusion:

I ordered that the Landlord shall retain the security deposit of \$1750. In addition I further ordered that the Tenant(s) AD and JD pay to the Landlord(s) the sum of \$2414.

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: January 30, 2018

Residential Tenancy Branch