



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1108550 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPL, MNR, MNDC, MNSD, FF

Introduction

On November 20, 2017, the Landlord submitted an Application for Dispute Resolution seeking an order of possession, a monetary order for unpaid rent, and to keep the security deposit in partial satisfaction of the claim.

The matter was set for a conference call hearing on this date. The Landlord and Tenant attended the teleconference hearing.

The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary and Procedural Matters

The parties testified that the Tenant moved out of the rental unit on December 4, 2017, and returned the keys for the rental unit to the Landlord on December 6, 2017.

The Landlord submitted that she does not require an order of possession for the rental unit. The Landlords request for an order of possession is dismissed.

Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to keep the security deposit?

Background and Evidence

The parties testified that the tenancy began on December 1, 2016. Rent in the amount of \$775.00 was to be paid by the first day of each month. The Landlord is holding a security deposit in the amount of \$337.50.

The Landlord testified that the Tenant was served with a notice to end tenancy, but failed to move out on the effective date of the notice and failed to pay the rent owing under the tenancy agreement.

The Landlord is seeking \$1,550.00 for a loss of rent for the months of November 2017, and December 2017.

In response, the Tenant testified that she had difficulty finding a place to move to. She does not dispute that the rent was not paid. She testified that the rent for November 2017, and December 2017, was never withdrawn from her account.

Analysis

Based on the evidence before me, and the testimony of the parties, I find that the rent owing under the tenancy agreement for November 2017, and December 2017 was never paid. The Tenant owes the Landlord \$1,550.00 for unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$1,650.00 comprised of \$1,550.00 in unpaid rent for the above mentioned dates and the \$100.00 fee paid by the Landlord for this hearing.

After setting off the security deposit of \$337.50 against the award of \$1,650.00, I grant the Landlord a monetary order in the amount of \$1,312.50.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay rent owing under the tenancy agreement.

The Landlord is granted a monetary order for the unpaid rent and the cost of the filing fee in the amount of \$1,312.50.

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: February 02, 2018

Residential Tenancy Branch