



Dispute Resolution Services

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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 \$11,680 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 the applicant and in the absence of the respondent(s) 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 Application for Dispute Resolution/Notice of Hearing and the Amendment to the Application for Dispute Resolution served on the tenants on January 19, 2018 along with the decision and Order of Possession from a previous arbitration between the parties that was heard on January 18, 2018. I am satisfied the Tenants received the package on January 19, 2018 as the Tenants filed an Application for Review that was subsequently dismissed. 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 2 year fixed term written tenancy agreement that provided that the tenancy would start on July 1, 2017 and end on June 30, 2019. The rent was \$2800 per month payable in advance on the first day of each month. The tenant paid a

security deposit of a full month rent but the landlord subsequently returned \$1400 after being told that was not permitted. The landlords hold a security deposit of \$1400.

I find that the tenant owes the sum of \$480 in rent for September (after the agreed \$80 per month for 4 months utility share has been deducted), \$2800 for October 2017, \$2800 for November 2017, \$2800 for December 2017 and \$2800 for January 2018 for a total of \$11,680. .

The tenants vacated the rental unit on February 5, 2018.

Analysis - Order of Possession:

It is no longer necessary to consider the landlords application for an Order of Possession as the tenants have vacated and the landlord has regained possession.

Analysis - Monetary Order and Cost of Filing fee:

On January 18, 2018 I heard the tenant's application to cancel a 10 day notice to end tenancy for unpaid rent. I dismissed the tenant's application and I determined that the tenants owe the sum of \$480 in rent for September (after the agreed \$80 per month for 4 months utility share has been deducted), \$2800 for October 2017, \$2800 for November 2017, \$2800 for December 2017 and \$2800 for January 2018.

The landlord confirmed this evidence in today's hearing. I determined the landlord has established a claim against the tenants in the sum of \$11,680 plus the sum of \$100 in respect of the filing fee for a total of \$11,780.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$1400. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$10,380.

Conclusion:

I ordered that the Landlord shall retain the security deposit of \$1400. In addition I further ordered that the Tenant(s) pay to the Landlord(s) the sum of \$10,380.

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: March 13, 2018

Residential Tenancy Branch