



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL – S, OPC & FFL

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for cause
- b. A monetary order in the sum of \$1650 for unpaid rent and damages
- c. An Order to retain the security deposit.
- d. An order to recover the cost of the filing fee

The tenant(s) failed to appear at the scheduled start of the hearing which was 9:30 a.m. on June 14, 2019. The landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenant(s) failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was sufficiently served on the Tenant by posting on March 14, 2019. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was personally served on the Tenant on May 7, 2019. 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 written tenancy agreement that provided that the tenancy would start on August 15, 2018 and continue on a month to month basis. The rent is \$1150 per month payable on the first day of each month. The tenant paid a security deposit of \$575 at the start of the tenancy.

On May 29, 2019 the parties signed a mutual agreement to end the tenancy on July 1, 2019. The second page to the written agreement signed by both parties also provided that the landlord could keep the security deposit as payment for the tenant's share of the utility bills and that the tenant would leave the rental unit in good condition.

The tenant continues to reside in the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The landlord served a one month Notice to End Tenancy on the Tenant in the approved form on March 14, 2019. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. On May 29, 2019 the parties signed a mutual agreement to end the tenancy on July 1, 2019. Accordingly, I granted the landlord an Order for Possession effective July 1, 2019..

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, Cost of Filing fee & Security Deposit:

The landlord testified the tenant has paid the rent to the end of June 2019. Further he has not interest in making a claim for the cost of the filing fee. He seeks an order that he be permitted to retain the security deposit as payment of the tenant's share of the utilities.

I ordered that the landlord shall retain the security deposit in the sum of \$575. I further ordered that the monetary claim and the claim for reimbursement of the cost of the filing fee be dismissed without leave to re-apply.

Conclusion:

I granted an Order of Possession effective July 1, 2019. I further ordered that the landlord shall retain the security deposit as payment of the tenant's share of the utilities.

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: June 14, 2019

Residential Tenancy Branch