



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, OPM, OPB, MNRL-S

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession, a monetary Order for unpaid rent or utilities, and to retain all or part of the security deposit. At the hearing the Landlord withdrew the application for an Order of Possession, as he was granted one at a previous dispute resolution proceeding.

The Landlord stated that on July 01, 2019 the Dispute Resolution Package was personally served to the Tenant. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing. As the documents were served to the Tenant, the hearing proceeded in her absence.

On July 04, 2019 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was posted on the Tenant's door on July 17, 2019. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 88 of the *Act* and they were accepted as evidence for these proceedings.

On July 30, 2019 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was personally served to a male co-tenant, who is an adult living at the rental unit. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 88 of the *Act* and they were accepted as evidence for these proceedings.

The Landlord was given the opportunity to present relevant oral evidence and to make relevant submissions. He affirmed that he would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Preliminary Matter

The Landlord applied for compensation for unpaid rent from May and June of 2019.

At the hearing the Landlord applied to amend the Application for Dispute Resolution to include unpaid rent from July and August of 2019. I find that it was reasonable for the Tenant to conclude that the Landlord is seeking to recover all of the rent that is currently due, including unpaid rent that has accrued since the Application for Dispute Resolution was filed. I therefore grant the application to amend the monetary claim to include all rent that is currently due.

Issue(s) to be Decided

Is the Landlord entitled to retain all or part of the security deposit and to a monetary Order for unpaid rent?

Background and Evidence

The Landlord stated that:

- this tenancy began on July 01, 2018;
- the Tenant was required to pay monthly rent of \$1,500.00 by the first day of each month;
- the Tenant paid a security deposit of \$750.00;
- the Tenant still owes \$50.00 in rent from May of 2019;
- the Tenant did not pay any rent for June, July, or August of 2016;
- he received an Order of Possession, dated June 14, 2019, which was effective two days after being served upon the Tenant;
- the Tenants requested a review of the decision to grant an Order of Possession;
- on August 15, 2019 an Arbitrator with the Residential Tenancy Branch confirmed the Order of Possession, dated June 14, 2019;
- he personally served the Order of Possession, dated June 14, 2019, to the Tenant on August 16, 2019; and
- the rental unit was vacated on August 19, 2019.

Analysis

On the basis of the undisputed evidence I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,500.00 by the first day of each month.

On the basis of the undisputed evidence I find that the Tenant currently owes \$50.00 in rent from May of 2019, \$1,500.00 in rent from June of 2019, and \$1,500.00 in rent from July of 2019. As the evidence shows that the Tenant occupied the rental unit during these months, I find that the Tenant is obligated to pay overdue rent of \$3,050.00 for the period ending July 31, 2019.

On the basis of the undisputed evidence I find that on August 16, 2019 the Tenant was served with an Order of Possession that required her to vacate the rental unit by August 18, 2019. On the basis of the undisputed evidence I find that the Tenant vacated the rental unit on August 19, 2019. As the Tenant occupied the rental unit between August 01, 2019 and August 19, 2019, I find that she is obligated to pay rent for that period, on a per diem basis, for those 19 days. At a daily rate of \$48.39, I find that the Tenant must pay the Landlord \$919.41 for these 19 days.

As the Tenant did not have the right to occupy the rental unit for the last 12 days of August of 2019, I find that she is not obligated to pay rent for those days.

Conclusion

The Landlord has established a monetary claim, in the amount of \$3,969.41, for unpaid rent. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenant's security deposit of \$750.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$3,219.41. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: August 20, 2019

Residential Tenancy Branch