



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BCIMC REALTY CORPORATION AND  
YALETOWN 939 HOLDINGS INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNRL-S

### Introduction

This hearing dealt with the Landlord's Application for dispute resolution filed under the Residential Tenancy Act (the "*Act*") for an order of possession to enforce a 10-Day Notice for Unpaid Rent and Utilities (the Notice) issued on June 3, 2021, for a monetary order for unpaid rent, and for permission to retain the security deposit for this tenancy. The matter was set for a conference call.

An agent for the Landlord (the "Landlord") and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Are the Landlords entitled to an order of possession pursuant to section 46 of the *Act*?
- Are the Landlords entitled to a monetary order for unpaid rent?
- Are the Landlords entitled to the return of their filing fee?

### Background and Evidence

The tenancy agreement shows that this tenancy began December 1, 2020, as a one-year fixed term tenancy that would roll into a month-to-month tenancy after the first year. Rent in the amount of \$3,052.00 was to be paid by the first day of each month, and that the Landlord is holding a \$1,526.00 security deposit for this tenancy. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

The Landlord was asked if they were aware of the previous hearing that had taken place on October 14, 2021, for this tenancy. The Landlord testified that they were not aware of the hearing that took place on October 14, 2021, and that as of the date of these proceedings, they had not received a copy of the decision and order of possession issued as a result of those proceedings. The Landlord was directed to contact the Residential Tenancy Branch information line for assistance in obtaining the decision and order of possession issued on October 14, 2021, for this tenancy.

The Landlord testified that as of the date of this hearing, the Tenant was outstanding \$15,260.00 in rent, consisting of \$3,052.00 in rent for June 2021, \$3,052.00 in rent for July 2021, \$3,052.00 in rent for August 2021, \$3,052.00 in rent for September 2021, and \$3,052.00 in rent for October 2021. The Landlord testified that they are requesting a Monetary Order for the outstanding rent for this tenancy.

The Tenant testified that they had attended the previous hearing for this tenancy and understand that an order of possession had been granted to the Landlord as a result of those proceedings.

The Tenant agreed that they had not paid the rent for June, July, August, September, and October 2021 for this tenancy.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Landlord has filed for an order of possession of the rental unit; however, I noted that there has already been a hearing for this tenancy on October 14, 2021; the file number had been recorded on the style of cause page for these proceedings, in which an order of possession for this rental unit had been granted to the Landlord. Therefore,

I find that this tenancy has already ended in accordance with the *Act* and that there is no requirement for an Order of Possession to be issued as a result of these proceedings.

The Landlord has also filed for a monetary order for outstanding rent; I accept the agreed-upon testimony of these parties that the Tenant has not paid the rent for June, July, August, September, and October 2021, for this tenancy. I find that the Landlord has proven their entitlement to a monetary award in the amount of \$15,260.00 in outstanding rent. I grant the Landlord permission to retain the security deposit for this tenancy in partial satisfaction of this award.

I grant the Landlord a monetary order in the amount of \$13,764.00, consisting of \$15,260.00 in unpaid rent, less the security deposit of \$1,526.00 that the Landlord is holding for this tenancy.

#### Conclusion

I grant the Landlord a **Monetary Order** in the amount of **\$13,764.00**. The Landlord is provided with this Order in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: October 19, 2021

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Residential Tenancy Branch