



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, OPB, MND, MNR

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and the male tenant.

At the outset of the hearing the parties confirmed the tenants moved out of the rental unit on September 1, 2010 and as such there is no longer a need for the landlord to obtain an order of possession. I amend the landlord's application to exclude any matters related to the order of possession.

The landlord also clarified at the outset of the hearing that he despite marking his application to include a monetary order for physical damage to the unit he is not making any monetary claim against the tenant. His monetary claim is only for unpaid rent.

With the agreement of both parties, I accept an amendment to the landlord's application to include retention of the security deposit against any debt found in this hearing.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent and for the tenant breaching an agreement; to a monetary order for unpaid rent and for damage to the rental unit, pursuant to Sections 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began as 1 year fixed term tenancy on May 1, 2008 that converted to a month to month tenancy on May 1, 2009 for a monthly rent of \$1,250.00 due on the 1st of the month, a security deposit of \$625.00.

The landlord submitted into evidence the following documents:

- A copy of a letter from the landlord to the tenants dated August 11, 2010 stating the landlord is giving the tenants a two month notice of termination of rental

agreement. The letter asks the tenants to vacate the rental unit by October 15, 2010 and requests payment of outstanding rent from previous rental periods throughout the tenancy;

- A copy of a letter from the landlord to the tenants dated August 20, 2010 stating he is confirming that the tenants state they plan to move out on September 1, 2010 and the landlord agrees and to set up a meeting to discuss the payment of August 2010 rent.

The landlord testified the tenant owed rent in the following amounts:

Month	Amount
December 2008	\$450.00
April 2009	\$1,250.00
September 2009	\$350.00
August 2010	\$1,250.00
September 2010	\$1,250.00
Total	\$4,550.00

The tenant testified that he does not contest either the months that the landlord has indicated as not fully paid or the amounts as outlined by the landlord.

Analysis

In the absence of any dispute over the amounts owed to the landlord, I find the landlord has established the tenants owe rent for the periods outlined and in the amounts provided.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$4,550.00** comprised of rent owed.

I order the landlord may deduct the security deposit and interest held in the amount of \$631.28 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,918.72**. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) 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 07, 2010.

Dispute Resolution Officer