



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPB; MNR; MNDC, MNSD; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent and loss of revenue; to retain the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that he served the Tenant with the Notice of Hearing documents and copies of his documentary evidence by handing the documents to the Tenant on July 30, 2014, at the rental unit.

Based on the Landlord's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord gave the following testimony:

Monthly rent is \$550.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$275.00 on March 28, 2012.

On July 3, 2014, the parties entered into a mutual agreement to end the tenancy, effective July 31, 2014. A copy of the mutual agreement was provided in evidence. The Landlord testified that the Tenant is still occupying the rental unit, contrary to the agreement.

The Landlord stated that the Tenant has been chronically late paying rent, and Notices to End Tenancy for Unpaid Rent were given to the Tenant; however, the Tenant kept paying a portion of the outstanding rent and promised to pay the remainder. The Landlord provided a copy of the Tenant ledger in evidence.

The Landlord's Application for Dispute Resolution indicates that he is seeking a monetary award, calculated as follows:

Unpaid rent up to and including July, 2014	\$1,665.00
Loss of revenue for August and September, 2014	<u>\$1,100.00</u>
TOTAL claim	\$2,765.00

The Tenant Ledger and the Monetary Work Sheet indicates that the Landlord is seeking a monetary award in the amount of \$1,765.00 in unpaid rent up to and including July, 2014.

Analysis

Based on the undisputed, affirmed testimony of the Landlord, I find that the tenancy ended on July 31, 2014, and that the Tenant is overholding. I find that the Landlord is entitled to an Order of Possession.

The Landlord's Application indicates that he is seeking unpaid rent to and including July, 2014, in the total amount of \$1,665.00. The Landlord's documentary evidence indicates that the outstanding rent is \$1,765.00 to and including July, 2014. The Landlord did not amend his Application and serve the Tenant with an amended copy and therefore I allow his claim for unpaid rent in the amount of **\$1,665.00**.

The Tenant is overholding, and I find that the Landlord is entitled to his claim for loss of revenue in the amount of **\$1,000.00**.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary award.

The Landlord has been successful in his application and I find that he is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent	\$1,665.00
Loss of revenue	\$1,100.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$2,815.00
Less security deposit	- \$275.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$2,540.00

Conclusion

I hereby grant the Landlord an Order of Possession effective **2 days after service of the Order upon the Tenant**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby grant the Landlord a Monetary Order in the amount of **\$2,540.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (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 03, 2014

Residential Tenancy Branch

