



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for an order for possession and a monetary order for unpaid rent. The hearing was conducted by conference call. The landlord's son called in and participated in the hearing as the landlord's representative. The tenants did not attend although they were personally served with the application for dispute resolution and Notice of Hearing on January 16, 2015

Issue(s) to be Decided

Is the landlord entitled to an order for possession?

Is the landlord entitled to a monetary award for unpaid rent and if so, in what amount?

Background and Evidence

The rental unit is a basement suite in the landlord's house in Abbotsford. The tenancy began in November, 2013. There is no written tenancy agreement. The landlord's representative testified that the monthly rent was initially \$825.00 per month, but the landlord reduced it to \$750.00 per month because the tenants said they were unable to pay the full amount of the rent. The landlord's representative said the rent was reduced to \$750.00 beginning in September. The landlord did not submit a record of rent payments. The landlord's representative testified that the tenants paid no rent for September, but said they paid \$580.00 in October, \$500.00 in November and \$100.00 in December. He said they have made not other payments since then. The landlord submitted a copy of a notice signed by the tenants and dated January 12, 2015 wherein the tenants said that they would be moving out on January 31, 2015. The landlord's representative said that despite the Notice to End Tenancy, the tenants have not moved out and have not paid any rent for January or for February.

Analysis

I accept the landlord's evidence that the tenants have not paid rent for January and they have given the landlord a written notice that they will move out on January 31, 2015. Based on the tenant's Notice, I grant the landlord an order for possession effective two days after service on the tenants. This order may be registered in the Supreme Court and enforced as an order of that court.

In the application for dispute resolution the landlord claimed a monetary order in the amount of \$2,250.00, said to be for three months' rent at \$750.00 per month. At the hearing the landlord's representative referred to a \$200.00 payment and a \$300.00 payment received in November, and a \$100.00 payment made in December. Based on the testimony of the landlord's representative at the hearing, I find that there is \$250.00 due for November, \$650.00 for December and \$750.00 for January, for a total of \$1,650.00 and find that the landlord is entitled to a monetary award in that amount. The landlord did not submit any evidence concerning the payment of a security deposit and I make no order with respect to a security deposit, if any. If the landlord does hold a security deposit, then it must be dealt with in accordance with the *Residential Tenancy Act* when the tenancy has ended.

Conclusion

The landlord has been granted an order for possession and a monetary award in the amount of \$1,650.00. the landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$1,700.00 and I grant the landlord an order under section 67 in the said amount. This order may be registered in the 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 *Residential Tenancy Act*.

Dated: February 06, 2015

Residential Tenancy Branch

