



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

MNDC; O

### **Introduction**

This is the Landlord's Application for Dispute Resolution, made April 5, 2017, seeking compensation for damage or loss under the Act, regulation or tenancy agreement; and an Order of Possession.

Both parties gave affirmed testimony at the Hearing.

The Landlord's agent BH testified that the Landlord attempted to mail the Notice of Hearing documents and copies of the Landlord's documentary evidence to the Tenant, via registered mail, at her forwarding address; however, Canada Post advised that there was no such address. He stated that the Landlord then mailed the Notice of Hearing documents and copies of the Landlord's documentary evidence to the rental unit, by registered mail, on April 5, 2017. A copy of the registered mail receipt and tracking number was provided in evidence.

The Tenant's agent, JS testified that there were issues delivering mail to the Tenant's forwarding address because it was a new building and the postal code was not correct. JS did not know what the correct postal code is. JS acknowledged receipt of the Landlord's documents at the rental unit and stated that she gave the Tenant (her mother) the documents.

Further to the provisions of Section 71(2)(c) of the Act, I find that the Tenant was sufficiently served with the Notice of Hearing documents and the Hearing proceeded.

### **Issue(s) to be Decided**

Is the Landlord entitled to a monetary award in the amount of \$58.38?

Is the Landlord entitled to an Order of Possession?

### **Background and Evidence**

Both parties provided oral testimony, some of which was not relevant to the Landlord's Application. In this Decision, I have recorded only the relevant evidence.

A copy of the tenancy agreement, signed December 5, 2006, was provided in evidence. This tenancy began on January 1, 2007. The Tenant paid a security deposit in the amount of \$402.50 at the beginning of the tenancy. Rent is due in advance, on the first day of each month.

#### **The Landlord's agent BH gave the following testimony:**

The Tenant gave the Landlord notice to end the tenancy on February 28, 2017, effective March 31, 2017. The Tenant moved out of the rental unit, but her daughter (JS) and granddaughter have not vacated the premises. BH stated that JS was never approved as a tenant and the Landlord does not know when she moved into the rental unit.

The Landlord received a forwarding address from the Tenant on February 28, 2017. The Landlord is still holding the security deposit.

Based on the Tenant's notice to end the tenancy, on March 16, 2017, the Landlord collected a security deposit and re-rented the rental unit effective May 1, 2017. The Landlord was able to negotiate a new move-in date of June 1, 2017, for the next occupant. The Landlord seeks an Order of Possession.

The Tenant owes \$58.38 to the Landlord for an outstanding invoice, a copy of which was provided in evidence.

#### **The Tenant's agent JS gave the following testimony:**

JS stated that the Tenant does not dispute the Landlord's claim for compensation in the amount of \$58.38.

JS is the Tenant's daughter. JS and her daughter (the Tenant's granddaughter) remain living in the rental unit. JS stated that the Tenant's granddaughter is listed as an "occupant" on the tenancy agreement.

JS has paid no rent to the Landlord, or any security deposit. She made an application to the Landlord for tenancy, but the Landlord denied the application. JS does not

understand why her application was denied. JS stated that another agent of the Landlord's led her to believe that the application was just a formality and that they would be allowed to stay. JS stated that she felt that she was "sabotaged".

BH gave the following reply:

The Landlord received an application from JS on March 26, 2017, but the rental unit had already been re-rented.

### **Analysis**

The Tenant does not dispute the Landlord's monetary claim. I find that the Landlord is entitled to a monetary award in the amount of **\$58.38** from the Tenant.

Pursuant to the provisions of Section 72 of the Act, I order that the Landlord deduct its monetary award from the security deposit.

I order that the balance of the security deposit, including accrued interest, be returned to the Tenant forthwith, calculated as follows:

|                       |                        |
|-----------------------|------------------------|
| Security deposit      | \$402.50               |
| Accrued interest      | \$12.17                |
| Less monetary award   | <u>&lt;\$58.38&gt;</u> |
| Balance due to Tenant | <b>\$356.82</b>        |

Based on the evidence of both parties, I find that the tenancy ended on March 31, 2017, under the Tenant's notice to end the tenancy. I find that the Landlord did not enter into a new tenancy agreement with JS and/or the Tenant's granddaughter.

I find that the Landlord is entitled to an Order of Possession.

### **Conclusion**

**The Landlord is awarded \$58.38, pursuant to the provisions of Section 67 of the Act.**

**I ORDER** the Landlord to deduct its monetary award from the security deposit and to return the balance of the security deposit, plus accrued interest, to the Tenant forthwith. **The Tenant's copy of this Decision is accompanied by a Monetary Order in the amount of \$356.82 for service upon the Landlord. If necessary, this Order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement.**

The Landlord's copy of this Decision is accompanied by an Order of Possession, **effective 2 days after service** of the Order upon the Tenant. **If necessary, this Order may be filed in the Supreme Court of British Columbia for enforcement.**

Further to the provisions of Section 71(1) of the Act, **I ORDER** that the Landlord may serve the Tenant with the enclosed Order of Possession by registered mail to the rental unit. Service in this manner is deemed to be received by the Tenant 5 days after mailing the Order to the rental unit. **I FURTHER ORDER** that the Landlord may mail the balance of the security deposit to the Tenant at the address of the rental unit.

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: May 10, 2017

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Residential Tenancy Branch