



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Re-Hearing Decision

Dispute Codes:

MNR

FF

Introduction

This hearing is a rehearing of the Landlord's application seeking a monetary order for rent owed which was originally heard in the absence of the tenant on April 30, 2009. The tenant made an Application for Review Consideration based on the ground that the tenant could not appear due to circumstances that were beyond the tenant's control and a re-hearing was ordered.

The tenant was sent a review decision rescheduling the rehearing for today and was required to serve the landlord with the Notice of Hearing with the time and date. The landlord appeared on time and confirmed that the landlord had been served with the Notice of Hearing by the tenant. However, despite having been successful in being granted a re-hearing and being fully aware of the date for the rehearing, the tenant failed to appear and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

The landlord is seeking a monetary order claiming unpaid rent of \$56.00 for partial arrears for the month of November 2008 and \$1,556.00 unpaid rent for the month of December 2008.

The issues to be determined based on the testimony and the evidence is whether or not the landlord is entitled to monetary compensation for the amount of rental arrears owed.

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated December 4, 2008 with effective date of December 15, 2008, a copy of the tenant's tenancy agreement and proof of service. The landlord testified that the tenancy began on October 1, 2007, at which time the tenant paid a security deposit of \$750.00. The landlord testified that the tenant failed to pay the complete rent for November 2008 and did not submit any rent for December. A Ten-Day Notice to End Tenancy for Unpaid Rent was served on the tenant and in a phone call on December 6, 2008, the tenant advised that he would be vacating the suite. The landlord testified that three separate move-out inspection dates were set. The landlord testified that during the December 6, 2008 phone call, the tenant agreed to meet the landlord for the move-out inspection on December 10, 2008 at 9:30 a.m. The landlord went to the site but the tenant did not show up. On December 10, 2008, the landlord spoke to the tenant again and a date for the inspection was agreed-upon for December 12, 2008 at 9:00 a.m. which was a time set by the tenant. The landlord testified that when the tenant again did not show up, a third date for the inspection was set by the tenant during a phone call on December 12, 2008. The parties agreed to meet on December 15, 2008 to complete the move-out inspection. The landlord testified that, once again, the tenant failed to attend. On March 5, 2009, the landlord made an application for dispute resolution for the rental arrears owed by the tenant. The landlord is seeking monetary compensation in the amount of \$1,612.00.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent, failed to pay the arrears and did not apply to dispute the Notice. I find that the landlord is entitled to compensation of \$1,662.00 including \$56.00 rent owed for November 2008 and \$1,556.00 owed for December 2008 and the \$50.00 fee paid by the landlord for this application. I

order that the landlord retain the security deposit and interest of \$752.83 in partial satisfaction of the claim leaving a balance due of \$909.17.

Conclusion

I hereby grant the Landlord an order under section 67 for \$909.17. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

July, 2009

Date of Decision

Resolution Officer