



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, SS, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking an order to serve the Tenant in a different way than required under the Act, and for monetary orders for unpaid rent and to recover the filing fee for the Application.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

At the outset of the hearing the Landlord testified that she had tried to contact the Tenant after the Tenant had abandoned the rental unit. The Tenant had cancelled her post office box number. The Landlord tried calling the Tenant's cell phone and house phone. The house phone had been disconnected and the Tenant did not answer her cell phone or reply to the Landlord's messages. The Landlord also tried to contact the Tenant's references, which were listed on the application to rent at the outset of the tenancy. The Tenant's parents and friends listed as references refused to give the Landlord any information on the whereabouts of the Tenant. The Landlord then phoned the Tenant's place of employment and confirmed the Tenant still worked there. The Landlord then mailed the Application for Dispute Resolution and Notice of Hearing by registered mail to the Tenant at her place of employment, on July 23, 2010.

Based on the above, I find that the Notice of Hearing and Application for Dispute Resolution documents have been sufficiently served for the purposes of the Act, pursuant to section 71(2) of the Act. Under section 90 of the Act the Tenant is deemed served with registered mail five days after mailing.

Issues(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

This tenancy began on February 1, 2010, with the parties entering into a six month, fixed term tenancy, which was to terminate on July 31, 2010.

The Landlord testified that the Tenant had abandoned the rental unit sometime in July of 2010, however, the Landlord could not be certain of when the Tenant vacated the rental unit. The Tenant had not provided the Landlord with any Notice to End Tenancy or any notice she was leaving the rental unit.

The cheque the Tenant had given to the Landlord to pay for July 2010 rent was returned by the bank, when the Tenant put a "stop payment" on this rent cheque.

In evidence the Landlord provided a copy of tenancy agreement, various tenancy documents and correspondence, the above referenced cheque which was returned due to a stop payment, and the bank's notice of chargeback to the Landlord in the amount of \$5.00.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Tenant has breached the Act and tenancy agreement by failing to pay rent to the Landlord for July of 2010. Regardless of when the Tenant vacated the rental unit the Landlord is entitled to the rent for July 2010, under the terms of the tenancy agreement and as supported by the Act, as this was a fixed term tenancy.

The Tenant did not notify the Landlord that she was vacating and put a stop payment on the cheque for the rent for July. The Tenant has breached the Act by failing to pay for her July rent. I find these breaches of the Act have caused the Landlord to suffer a loss.

Under section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of **\$1,055.00**, comprised of \$1,000.00 in rent for July 2010, \$5.00 for the stop payment fee charged to the Landlord, and the \$50.00 filing fee for the Application.

I also allow the Landlord to keep the security deposit of \$500.00, paid on January 20, 2010, in partial satisfaction of the claim, and I grant the Landlord a monetary order for

the balance due in the amount of **\$555.00**. This order must be served on the Tenant and may be enforced in the Provincial 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: August 12, 2010.

Dispute Resolution Officer