



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, FF

Introduction

This hearing was scheduled in response to the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / and recovery of the filing fee. The landlord's agent attended the hearing and gave affirmed testimony. Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the tenant did not attend. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website confirms that the hearing package was "successfully delivered."

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, it is understood that the original term of tenancy for this tenant and her partner was from December 1, 2010 to November 30, 2011. Monthly rent of \$1,700.00 was payable in advance on the first day of each month, and a security deposit of \$850.00 was collected on November 30, 2010.

After the tenant's partner moved out, a new tenancy agreement was entered into with the tenant for the period from June 15 to December 31, 2011. The tenant did not pay rent for either July or August 2011, and verbally informed the landlord of her intent to vacate the unit by the end of August 2011. The tenant instructed the landlord to forward all correspondence to her in care of her work address, which is the address for service used by the landlord in this application.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the affirmed / undisputed testimony of the landlord's agent, I find that the tenant failed to pay rent for either July or August 2011, and vacated the unit on or about August 31, 2011. Accordingly, I find that the landlord has established entitlement to a monetary order in the total amount of \$3,500.00. This is comprised of compensation for unpaid rent totalling \$3,400.00 (2 x \$1,700.00), in addition to the \$100.00 filing fee.

The landlord has not applied for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement. This, in addition to the absence of any receipts in evidence for costs claimed in association with work undertaken to "clean inside and out, dispose of trash left behind \$1973.00," leads me to dismiss this aspect of the application with leave to reapply.

Further, the landlord has not applied to retain the security deposit, but has the option to do so. In this regard, section 38 of the Act addresses **Return of security deposit and pet damage deposit**.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of \$3,500.00. This order may be served on the tenant, filed 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: January 03, 2012.

Residential Tenancy Branch