

DECISION

Dispute Codes OPR, OPC, MNR, MNDC, MNSD, FF, O

Introduction

This is an application filed by the Landlord for an order of possession, a monetary order request for unpaid rent, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit, recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served with the notice of hearing and evidence package by Canada Post Registered Mail on March 15, 2012 and has provided the customer receipt. The Landlord states that she was present on March 16, 2012 when Canada Post attempted to deliver package to the Tenant at the rental unit. She states that the Tenant refused service. On this basis, I accept the undisputed testimony of the Landlord that the Tenant was properly served with the notice of hearing documents.

At the beginning of the hearing the Landlord clarified that she was no longer seeking an order for possession as the Tenants have moved out on March 21, 2012. All issues regarding possession are withdrawn.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent and for emotional distress?

Background and Evidence

The Landlord states that the Tenancy ended on March 21, 2012 and that the Tenant has refused to provide a forwarding address in writing. The Landlord states that there is no signed tenancy agreement, but that the monthly rent was \$500.00 and that she retains a \$250.00 security deposit paid by the Tenant.

The Landlord seeks recovery of \$1,000.00 for unpaid rent for March and April of 2012. The Landlord has withdrawn her application for the outstanding rent for April 2012. The Landlord states that a 10 day notice to end tenancy for unpaid rent dated March 2, 2012 which states that \$500.00 in unpaid rent due March 1, 2012 was not paid. The Landlord states that the Tenant has not paid the outstanding rent.

The Landlord also seeks a monetary order for emotional damages, but has failed to include a monetary amount or any proof of harassment by the Landlord. The Landlord has submitted two pages of evidence from her Doctor which states that she is under their care for long term depression and anxiety dated March 12, 2012.

Analysis

I accept the undisputed testimony of the Landlord that a 10 day notice to end tenancy for unpaid rent was served on the Tenants on March 2, 2012. The notice shows an effective date of March 13, 2012. The Landlord also served a 1 month notice to end tenancy for cause dated February 29, 2012 to be effective on March 31, 2012. The Tenants failed to pay the outstanding rent of \$500.00 within the allowed 5 days or file an application for dispute for either of the notices. This is evident as the Tenant has chosen to move out on March 21, 2012. Based upon the undisputed testimony of the Landlord, I find that the Landlord is entitled to a monetary order for unpaid rent of \$500.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$250.00 security deposit in partial satisfaction of the claim and grant the Landlord a monetary order under section 67 for the balance due of \$300.00.

The Landlord is also seeking monetary compensation for emotional damages, but has failed to specify a monetary amount or provide any evidence of such damages. The Landlord repeats throughout the hearing that she feels unsafe around the Tenants. The Landlord was advised that if she fears for her safety, then she must notify the police immediately. The Landlord states that she has not spoken with the police. I find on a balance of probabilities that the Landlord has failed to provide sufficient evidence to satisfy me that any harassment took place and that she would be entitled to any monetary claim. I also note that she has failed to specify any monetary amount in her application as well. The Landlord's application for a monetary claim for emotional damage is dismissed without leave to reapply.

Conclusion

The Landlord is granted a monetary order for \$300.00.
The Landlord may retain the \$250.00 security deposit.

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: March 30, 2012.

Residential Tenancy Branch