



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNR, MNSD, FF

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

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

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on July 01, 2010. Rent in the amount of \$1150.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$575.00. The tenant failed

to pay rent in the month of March 2012 and on March 03, 2012 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant vacated March 31, 2012, but has not paid the outstanding arrears of rent. The landlord further claims \$20.00 for late / arrears charges and \$40.00 for storage as per tenancy agreement. In addition the landlord claims parking charges of \$30 for March 2012, but has not provided proof that parking charges apply in this tenancy. The quantum of the landlord's monetary claim is rent arrears, late charges, storage charges and parking charges in the sum of \$1240.00.

### **Analysis**

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice.

I find that the landlord has established a monetary claim for **\$1150.00** in unpaid rent, \$20.00 in late charges, and \$40.00 in storage charges. The landlord has not provided proof that parking charges apply in this tenancy. As a result, I dismiss this portion of the landlord's claim, without leave to reapply. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1260.00**. The security deposit will be off-set from the award made herein.

### ***Calculation for Monetary Order***

Rental Arrears	\$1150.00
Storage charge	\$40.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and applicable interest <i>to date</i>	-575.00
<b>Total Monetary Award to landlord</b>	<b>\$685.00</b>

### **Conclusion**

**I Order** that the landlord retain the deposit of \$575.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$685.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This Decision is final and binding on the parties.

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 23, 2012

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Residential Tenancy Branch