



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

OPR, MNR, MND, 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. An Order of Possession - Section 55; (*withdrawn*)
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for Damages – section 67
4. 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 personally on August 22, 2012, in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided a witness to the personal service upon the tenant – which witness testified they saw the landlord personally serve the tenant on August 22, 2012. The landlord advised that the tenant has since vacated the rental unit – therefore an Order of Possession is not necessary.

The landlord's amendment request in the amount of \$130.07 is not allowed as they landlord has not served their amendment to the tenant. Any claim related to the amendment request **is dismissed**, with leave to reapply.

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 an Order of Possession?
- Is the landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on September 30, 2011. Rent in the amount of \$1900 was 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 \$950.00. The tenant failed to pay rent in the month of August 2012 and on August 12, 2012 the landlord served the

tenant with a notice to end tenancy for non-payment of rent. The tenant vacated the rental unit on August 22, 2012 in accordance with the Notice to End but has not paid the outstanding rent.

### **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 **\$1900.00** in unpaid rent for August 2012.

As a result of all the above, the landlord is also entitled to recovery of the **\$50** filing fee, for a total entitlement of **\$1950.00**. The security deposit will be off-set from the award made herein.

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

Rental Arrears	\$1900.00
Less Security Deposit and applicable interest <i>to date</i>	-950.00
<b>Total Monetary Award</b>	<b>\$1000.00</b>

### **Conclusion**

**I Order** that the landlord retain the deposit of \$950.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$1000.00**. 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: September 25, 2012

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Residential Tenancy Branch