



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent, to recover the filing fee for this proceeding and to keep a security deposit or pet damage deposit in partial satisfaction of the monetary claim. At the beginning of the hearing the Landlord said the Tenant vacated the rental unit on September 25, 2012 and as a result, he withdrew his application for an Order of Possession.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") on August 23, 2012 by registered mail to the rental unit address. Section 90(a) of the Act says a document delivered by mail is deemed to be received five days later (even if the recipient refuses to pick it up). Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

### Issue(s) to be Decided

1. Are there rent arrears and if so, how much?

### Background and Evidence

This month-to-month tenancy started on November 1, 2011 and ended on September 25, 2012 when the Tenant moved out. Rent was \$950.00 per month payable in advance on the 1<sup>st</sup> day of each month. The Landlord said the Tenant did not pay a security deposit.

The Landlord said the Tenant did not pay rent for July 2012 when it was due and as a result, on July 2, 2012 he served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated July 2, 2012 by posting it to the rental unit door. The Landlord said the Tenant did not pay rent for July, August or September 2012.

### Analysis

In the absence of any evidence from the Tenant to the contrary, I find that the Landlord is entitled to recover rent arrears for July, August and September 2012 in the total amount of \$2,850.00. I also find pursuant to s. 72(1) of the Act that the Landlord is entitled to recover from the Tenant the \$50.00 filing fee for this proceeding.

In the absence of any evidence from the Tenant to the contrary, I also find that the Tenant did not pay a security deposit or pet damage deposit and that part of the Landlord's application is dismissed without leave to reapply.

### Conclusion

The Landlord's application for an Order of Possession is withdrawn. The Landlord's application to keep a security deposit or pet damage deposit is dismissed without leave to reapply. The Landlord's application to recover unpaid rent is granted; a Monetary Order in the amount of \$2,900.00 has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: September 26, 2012.

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Residential Tenancy Branch