



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;
2. A Monetary Order for unpaid rent / loss of revenue - Section 67;
3. A monetary Order for damages to the unit – 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 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 testified that the tenant vacated on October 02, 2012, therefore an Order of Possession is not necessary. In addition, the landlord testified they subsequently sent the tenant their evidence of October 16, 2012 to the address to which the tenant no longer resided. In light of this fact, I preliminarily **dismiss** the landlord's portion of their application respecting their amendment of October 16, 2012 in support of damages, as I am not satisfied the tenant was served with the supporting evidence in accordance with Section 88 of the Act – but I dismiss it, with leave to reapply.

The landlord was given full opportunity to be heard, to present evidence and to make submissions in respect to their original application.

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 landlord submitted the tenancy agreement for the tenancy, as well as the Notice to End for unpaid rent. The tenancy began on July 01, 2012. The tenant vacated October 02, 2012. Rent in the amount of \$1250.00 was payable in advance on the first day of each month. The tenant failed to pay all rent for August 2012 and paid no rent in the month of September 2012 and on September 03, 2012 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of October 2012 and vacated October 02, 2012, but to this date has not returned the keys to the unit, or the corresponding access remote of the unit or the postal box keys. The quantum of the landlord's monetary claim is for unpaid rent and the corresponding late fees within the tenancy agreement for August, September, and October 2012 in the permitted amount of \$25 per month.

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 \$2635.00 in unpaid rent. I am allowing the late fees in the sum of \$75.00 as this was part of the tenancy agreement. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2760.00**.

Calculation for Monetary Order

Rental Arrears	\$2635.00
Filing Fees for the cost of this application	50.00
Total Monetary Award	\$2760.00

Conclusion

The landlord's application for damages **is dismissed**, with leave to reapply.

I grant the landlord an Order under Section 67 of the Act for the amount of **\$2760.00**.

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 both 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: October 29, 2012

Residential Tenancy Branch