



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

OPR, MNR, MNSD, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on a Notice to End Tenancy for Unpaid Rent dated October 4, 2012, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on October 19, 2012, the tenant did not appear.

At the outset of the hearing, the landlord stated that they are no longer seeking an Order of Possession as the tenant vacated the unit on November 18, 2012. The landlord still seeks a monetary order for the rent owed.

### **Preliminary Issue**

Although the landlord's application only indicated that she was seeking compensation for rental arrears based on a Ten Day Notice to End Tenancy for Unpaid Rent, the landlord had also included \$200.00 for strata fines in the calculation of the monetary claim against the tenant.

I find that a claim for strata fines would be a claim in damages and would not qualify under the Act as rental arrears for the purpose of issuing a Ten Day Notice to End Tenancy for Unpaid Rent. As this application did not indicate that damages were also being sought, no determination will be made with respect to the landlord's damages claim and the landlord is at liberty to pursue this matter in a subsequent application for dispute resolution if she chooses to do so.

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

Is the landlord entitled to monetary compensation for rental arrears?.

### **Background and Evidence**

The landlord testified that the tenancy began on May 1, 2012, at which time the tenant paid a security deposit of \$787.50. The landlord testified that when the tenant failed to

pay \$1,575.00 rent due on October 1, 2012, a 10-Day Notice to End Tenancy for Unpaid Rent was issued and served to the tenant by posting it on the door. The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated October 4, 2012 with effective date of October 15, 2012, a copy of the tenancy agreement, proof of service, written testimony and copies of communications. The landlord testified that the tenant did not pay the arrears for October and also failed to pay rent owed for the month of November 2012.

### **Analysis**

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent by posting it on the door. The tenant has not paid the outstanding rent and did not apply to dispute the Notice.

I find that the landlord has established a total monetary claim of \$3,200.00 comprised of rent of \$1,575.00 for the month of October 2012, \$1,575 for November, 2012, and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$787.50 in partial satisfaction of the claim leaving a balance due of \$2,412.50.

I hereby grant the Landlord an order, under section 67 of the Act, for \$2,412.50. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### **Conclusion**

The landlord is successful in the application and is granted a monetary order for rental arrears. The request for the order of possession was found to be moot as the tenant vacated prior to the hearing.

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: November 21, 2012.

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Residential Tenancy Branch