



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPL, MNR, MNSD, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant applied for:

1. An Order cancelling a Notice to End Tenancy – Section 46.

The Landlord applied for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

These matters were set for a conference call hearing at 9:00 a.m. on this date. The line remained open while the phone system was monitored for ten minutes. The only participant who called into the hearing during this time was the Landlord. The Tenant failed to attend to present their claim. The Landlord appeared and was ready to proceed. In the absence of the Tenant, I dismiss the Tenant’s application without leave to reapply.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord states that the Tenant moved out of the unit on January 1, 2013 and that the Landlord no longer requires an Order of Possession.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on October 2, 2011 and ended on January 1, 2013. Rent of \$850.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$425.00 as a security deposit. The Tenant failed to pay rent for October, November and December 2012 and the Landlord claims unpaid rent for these months.

### Analysis

Based on the undisputed evidence of the Landlord, I find that the Landlord has substantiated a monetary amount of \$2,550.00 in unpaid rent for October, November and December 2012. The Landlord is also entitled to recovery of the filing fee for a total entitlement of \$2,600.00. Setting the security deposit of \$425.00 plus zero interest off this amount leaves \$2,175.00 owing by the Tenant to the Landlord.

### Conclusion

**I order** that the Landlord retain the **deposit** and interest of \$425.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$2,175.00**. If necessary, this order may be filed in the Small Claims Court 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: January 17, 2013

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Residential Tenancy Branch

