



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Stratatech Consulting Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR

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 - Section 67;

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 sent on January 30, 2013 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 the registered mail particulars into evidence. The landlord testified the tenant vacated between February 04 and February 07, 2013.

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 the monetary amounts claimed?

Background and Evidence

The tenancy began February 01, 2006. Rent in the amount of \$515.00 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 \$247.50, which they retain in trust. The tenant failed to pay all rent in the month of November 2012 and did not pay rent for December 2012 or January 2013 and on January 02, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent for February 2013. The landlord testified they physically saw them on the residential property on February 04, 2013 and later retrieved the tenant's key from

their *drop box* on February 07, 2013. The quantum of the landlord's monetary claim is for unpaid rent inclusive of February 2013.

Analysis

Based on the landlord's undisputed 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 and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice.

I find that the landlord has established a monetary claim for **\$1760.00** in unpaid rent. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears	\$1760.00
Less Security Deposit and applicable interest <i>to date</i>	-256.16
Total Monetary Award	\$1503.84

Conclusion

I Order that the landlord retain the deposit and interest of \$256.16 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$1503.84**. 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: February 25, 2013

Residential Tenancy Branch

