



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, O, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, and to recover the filing fee from the tenant for the cost of the application.

The landlord attended the conference call hearing, gave affirmed testimony and provided evidentiary material prior to the commencement of the hearing. However, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on April 10, 2013, the tenant did not attend. The landlord testified as to the date and method of service and provided evidence of the registered mail package, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

During the course of the hearing, the landlord withdrew the application for an Order of Possession for unpaid rent or utilities.

Issue(s) to be Decided

The issue remaining to be decided is:

- Has the landlord established a monetary claim as against the tenant for unpaid rent or utilities?

Background and Evidence

The landlord testified that this month-to-month tenancy began on August 1, 2007 and ended on April 12, 2013. Rent in the amount of \$585.00 per month was payable in advance on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$275.00 as well as a pet

damage deposit in the amount of \$100.00 which was collected on September 1, 2007. No move-in or move-out condition inspections were completed by the parties.

The landlord further testified that the tenant had been in arrears the sum of \$340.00 which accumulated from previous months, and that the tenant paid no rent for the month of April, 2013. The landlord served the tenant personally with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on April 2, 2013. A copy of the notice was provided for this hearing and it contains an expected date of vacancy of April 12, 2013, which is when the tenant vacated. The tenant is in arrears \$925.00 and the notice states that the tenant failed to pay rent in the amount of \$925.00 that was due April 1, 2013. No rent has been paid since the issuance of the notice, and the landlord testified that the tenant has not served the landlord with an application for dispute resolution.

When the tenant was served with the notice to end tenancy, the tenant became angry, verbally abusive and showed some violent tendencies which scared the landlord. The landlord has provided witness statements from a neighbour who heard the profanities and a friend who attended at the landlord's residence at the landlord's request for safety purposes. The police were also called but arrived after the tenant had left the property.

During the course of the hearing, the landlord requested an order permitting the landlord to keep all of the security deposit and pet damage deposit in partial satisfaction of the claim, and stated that it was not clear on the application form that a box for that relief was an option. The tenant has not provided the landlord with a forwarding address.

Analysis

In the circumstances, I am satisfied that the landlord has established a monetary claim as against the tenant for unpaid rent totalling \$925.00. Although there is no written tenancy agreement, I have also reviewed the witness letters provided by the landlord, and I am also satisfied that a tenancy was created and the tenant has moved from the rental unit. A copy of the notice to end tenancy has been provided which contains the same information that the landlord gave oral testimony to.

Having found that the tenant is indebted to the landlord for unpaid rent, I further find that the landlord is entitled to keep the security deposit and pet damage deposit in partial satisfaction of the claim. The tenant has not requested that the deposits be returned, the tenant has not applied for dispute resolution to claim the deposits, and the tenant has not provided the landlord with a forwarding address in writing. The Landlord's Application for Dispute Resolution was filed on April 3, 2013, being the day after the tenant was served with the notice to end tenancy but prior to the date that the tenant moved out of the rental unit.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee for the cost of the application.

I order the landlord to keep the pet damage deposit and security deposit, and I hereby grant the landlord a monetary order for the difference of \$550.00, plus the \$50.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$600.00.

This order is final and binding on the parties and may be enforced.

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: May 10, 2013

Residential Tenancy Branch

