



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Properties Limited
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / retention of the security deposit / and recovery of the filing fee. The landlord's agent attended and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the tenant did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail.

During the hearing, the landlord's agent testified that the tenant vacated the unit at the end of May. Accordingly, the landlord withdrew the application for an order of possession.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on December 1, 2011. Monthly rent of \$1,200.00 is due and payable in advance on the first day of each month, and a security deposit of \$590.00 was collected.

Arising from rent which remained unpaid when due on May 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated May 2, 2013. The notice was served in-person on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is May 10, 2013.

The tenant vacated the unit at the end of May without providing a forwarding address, and the rent currently still remains unpaid in full.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated May 2, 2013. The tenant did not pay the full amount of rent outstanding within 5 days of receiving the notice, the tenant did not apply to dispute the notice, and the tenant vacated the unit at the end of May.

As for the monetary order, I find that the landlord has established a claim of **\$2,225.00**:

\$925.00: *unpaid rent for April*
\$25.00: *late fee*
\$1,200.00: *unpaid rent for May*
\$25.00: *late fee*
\$50.00: *filing fee*

I order that the landlord retain the security deposit of **\$590.00**, and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$1,635.00** (\$2,225.00 - \$590.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,635.00**. Should it be necessary, this order may be served on the tenant, 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: June 04, 2013

Residential Tenancy Branch