



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

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;
3. A Monetary Order for compensation – Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. 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 an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on February 1, 2013. Rent of \$550.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$200.00 as

a security deposit from the Tenant. The Tenant failed to pay rent for May 2013 and on May 14, 2013 the Landlord served the Tenant with a 10 notice to end tenancy for unpaid rent (the "Notice") by posting the Notice on the door. The Tenant has not made an application for dispute resolution, has not paid the arrears, has not paid June 2013 rent and moved out of the unit on June 16, 2013. The Landlord states that they no longer require an order of possession and claim \$1,100.00 in unpaid rent.

Analysis

The tenancy agreement provides for the payment of \$550.00 in rent each month on the first day of each month. Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement. As the Landlord no longer requires an order of possession, it is not necessary to consider whether or not the Notice was valid. Based on the Landlord's undisputed evidence I find that the Tenant has not paid the rent for May and June 2013. Given these facts, I find that the Landlord has established a monetary claim for **\$1,100.00** in unpaid rent. The Landlord is entitled to recovery of the \$50.00 filing fee for a total monetary amount of **\$1,150.00**. Setting the security deposit of \$200.00 plus zero interest off the entitlement leaves **\$950.00** owed by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$200.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$950.00**. 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: July 08, 2013

Residential Tenancy Branch

