



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HIGHLAND PROPERTY MANAGEMENT LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD FF, CNR

### Introduction

This hearing was convened by way of conference call concerning applications made by the landlord and by the tenant. The landlord applied for an order of possession and a monetary order for unpaid rent or utilities, to keep all or part of the security deposit and to recover the filing fee from the tenant for the cost of the application. The tenant applied for an order cancelling a notice to end tenancy for unpaid rent or utilities.

The landlord filed his application and provided a proof of service document which shows that the tenant signed to confirm that she was personally served with a copy of the application and Notice of Hearing documents in the presence of a witness on June 25, 2013. Based on this, I find the tenant was served as per the *Residential Tenancy Act*.

The tenant made the application on June 12, 2013. However, the tenant did not appear for this hearing despite being served notice of it in accordance with the *Act*. Based on this, I dismiss the tenant's application without leave to re-apply.

The landlord attended the hearing to give affirmed testimony and was also permitted, under Section 11.5 of the Rules of Procedure, to provide a copy of the tenancy agreement after the hearing had concluded. All of the evidence was carefully considered in this Decision.

At the start of the hearing the landlord testified that the tenant had abandoned the rental unit on July 12, 2013 and as a result, withdrew his request for an order of possession.

### Issue(s) to be Decided

- Is the landlord entitled to a monetary order for unpaid rent for the month of June and July, 2013?
- Is the landlord entitled to keep the security deposit in full or partial satisfaction of this claim?

### Background and Evidence

The landlord testified that the tenancy started on March 1, 2012 on a month-to-month basis. A written tenancy agreement was completed and the landlord collected a security deposit from the tenant in the amount of \$525.00 on February 15, 2012 which the landlord still retains. Rent in the amount of \$1,050.00 was payable by the tenant on the 1<sup>st</sup> day of each month.

The landlord testified that the tenant failed to pay rent which was due on June 1, 2013 in the amount of \$1,050.00. In his documentary evidence the landlord states that the tenant claims that the rent cash money was left in the office lock box located outside of the office. However, the landlord confirmed in his written submissions that no such cash within the box was found.

As a result, the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on June 7, 2013 by posting it to the tenant's door. The notice had an expected date of vacancy of June 17, 2013; this was provided as evidence for the hearing. The landlord further testified that since the time of issuing this notice and making the application, the tenant also failed to pay for July, 2013 rent. As a result the landlord testified that he also claims loss of rent for July, 2013 in the amount of \$1,050.00 and a \$25.00 late fee for June's rent payment as required by Addendum Article 12 of the written tenancy agreement which was provided as evidence for this hearing.

As a result, the landlord seeks to recover the balance of \$2,125.00 in rent arrears.

The tenant did not appear for this hearing but in her written submissions she claims that she had paid her rent by placing it in the drop box outside the landlord's business office. In the landlord's written submissions, the landlord denies this stating that the box outside the office is locked and was not damaged and no cash was found inside.

### Analysis

The *Residential Tenancy Act* states that documents served by posting to the door are deemed to have been received three days after such posting. Therefore, I find that the tenant was deemed to have been served the notice to end tenancy on June 10, 2013.

Whilst the tenant did make an application within the allowable time limits to dispute the notice to end tenancy, the tenant failed to appear for the hearing or provide documentary evidence to support the reasons she claimed on the application as to why

the rent was not paid. As a result, I accept the landlord's testimony that the tenant has not paid rent for the month of June, 2013 as per the notice to end tenancy and find that the landlord is entitled to \$1,050.00 as well as the \$25.00 late fee for June, 2013 as required by the written tenancy agreement signed by the tenant.

I also find that the landlord is entitled to recover unpaid rent for July, 2013 in the amount of \$1,050.00 as there is not enough time left in the month for the landlord to re-rent the unit.

As the landlord has been successful in this matter, the landlord is also entitled to recover from the tenant the \$50.00 filing fee for the cost of this application. Therefore, the total amount payable by the tenant to the landlord is \$2,175.00.

As the landlord already holds a \$525.00 security deposit, I order the landlord to retain this amount in partial satisfaction of the claim awarded pursuant to Section 72(2) (b) of the *Act*. As a result, the landlord is awarded \$1,650.00.

### Conclusion

For the reasons set out above, I grant the landlord monetary compensation pursuant to Section 67 of the *Residential Tenancy Act* in the amount of **\$1,650.00**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

The tenant's application is dismissed without leave to re-apply.

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 16, 2013

---

Residential Tenancy Branch

