



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RANDALL NORTH REAL ESTATE SERVICES INC.  
and [tenant name suppressed to protect privacy]

## **Decision**

### **Dispute Codes:**

OPC, MNDC, MNSD, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on a One-Month Notice to End Tenancy for Cause dated June 19, 2013, a monetary order for rent owed based on a Ten Day Notice to End Tenancy for Unpaid Rent dated June 11, 2013 and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on July 5, 2013, the tenant did not appear.

At the outset of the hearing, the landlord stated that they are no longer seeking an Order of Possession as the tenant vacated the unit on July 31, 2013. However, the landlord still seeks a monetary order for the rent owed.

### **Issue(s) to be Decided**

Is the landlord entitled to monetary compensation for rental arrears?

### **Background and Evidence**

The landlord testified that the tenancy began on August 1, 2012, at which time the tenant paid a security deposit of \$360.00. The landlord testified that when the tenant failed to pay \$697.5 rent due on June 1, 2013, a 10-Day Notice to End Tenancy for Unpaid Rent was issued and served to the tenant . The landlord testified that the tenant also failed to pay \$697.50 for the month of July 2013 and the landlord seeks compensation of \$1,395.00.

The landlord submitted into evidence copies of the 10-Day Notices to End Tenancy, a copy of a Mutual Agreement to End the Tenancy effective July 31, 2013, a copy of the tenancy agreement, copies of receipts and copies of communications.

The landlord testified that the tenant did not pay any of the arrears owed for the months of June and July 2013, which is being sought by the landlord and the landlord is requesting to retain the tenant's \$360.00 security deposit in partial satisfaction of the claim.

### **Analysis**

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent but failed to pay the rent and did not apply to dispute the Notice.

I find that the landlord has established a total monetary claim of \$1,445.00, comprised of rental arrears totaling \$1,395.00 and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$360.00 in partial satisfaction of the claim leaving a balance due of \$1,085.00.

I hereby grant the Landlord an order, under section 67 of the Act, for \$1,085.00. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### **Conclusion**

The landlord is successful in the application and is granted a monetary order for rental arrears. The request for the order of possession was found to be moot, as the tenant vacated prior to the hearing.

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: August 06, 2013

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Residential Tenancy Branch