



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cressey Properties Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / 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 registered mail, neither tenant appeared. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail. The address used for service of the hearing package is the forwarding address provided by the tenant on the move-out condition inspection report. However, the hearing package was returned to the landlord, and the Canada Post website notes "Incomplete address."

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 September 1, 2011. Monthly rent of \$1,450.00 is due and payable in advance on the first day of each month, and a security deposit of \$725.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

By way of letter dated November 30, 2012, the tenant gave notice to end tenancy effective December 31, 2012. Subsequently, arising from rent which remained unpaid when due on December 1, 2012, the landlord issued a 10 day notice to end tenancy for unpaid rent dated December 5, 2012. The notice was served by way of posting on the

unit door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenants must vacate the unit is December 15, 2012. Thereafter, the tenants made no further payment toward rent, and vacated the unit on December 15, 2012. Following this, on December 18, 2012 the move-out condition inspection report was completed with the participation of both parties. As earlier noted, the tenant provided a forwarding address on the move-out condition inspection report.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated December 5, 2012. The tenants did not pay the outstanding rent within 5 days of receiving the notice, and they did not apply to dispute the notice. The tenants subsequently vacated the unit on December 15, 2012, and provided a forwarding address on the move-out condition inspection report on December 18, 2012.

As for the monetary order, I find that the landlord has established a claim of **\$1,525.00**:

\$1,450.00: unpaid rent for December; \$25.00: fee for late rent; \$50.00: filing fee

I order that the landlord retain the security deposit of **\$725.00**, and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$800.00** (\$1,525.00 - \$725.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$800.00**. This order may be served on the tenants, 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 12, 2013

Residential Tenancy Branch