



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hsin Hua Developments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing concerns 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 provided by the landlord's agent includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "unclaimed by recipient."

During the hearing the landlord's agent testified that the tenant vacated the unit around the end of September 2013, and did not provide a forwarding address. In the result, 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 May 13, 2012. Monthly rent of \$1,460.00 is due and payable in advance on the first day of each month, and a security deposit of \$730.00 was collected.

Arising from rent in the amount of \$960.00 which remained unpaid when due on August 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent. The notice was served in-person on August 19, 2013. A copy of the notice was submitted in evidence. The notice is mistakenly dated January 23, 2013. The date shown on the

notice by when the tenant must vacate the unit is August 30, 2013. Subsequently, the tenant made a further payment toward rent in the limited amount of \$200.00, bringing the total amount paid for August to \$700.00 (\$500.00 + \$200.00). Accordingly, the unpaid balance for August is \$760.00 (\$1,460.00 - \$700.00).

By e-mail dated August 29, 2013, the tenant gave notice to end tenancy effective at the end of September 2013. However, the tenant made no payment of rent for September and, as previously noted, she vacated the unit around the end of September 2013.

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 on August 19, 2013. The tenant did not pay all the outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. The tenant vacated the unit around the end of September without providing a forwarding address.

As for the monetary order, I find that the landlord has established a claim of **\$2,270.00**:

\$760.00: *unpaid rent August*; \$1,460.00: *unpaid rent September*; \$50.00: *filing fee*

I order that the landlord retain the security deposit of **\$730.00**, and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$1,540.00** (\$2,270.00 - \$730.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,540.00**. 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: October 23, 2013

Residential Tenancy Branch

