



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, 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. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided proof of mail registration. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

The landlord advised that the tenant vacated on or about October 15, 2013, therefore the landlord does not require an Order of Possession.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on April 15, 2013. Rent in the amount of \$1450.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$725.00 which the landlord still holds in trust. The tenant failed to pay rent in the month of September 2013 and on September 08, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of October 2013.

The landlord's monetary claim is for the unpaid rent and to offset their claim by way of the security deposit.

Analysis

Based on the landlord's undisputed testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice, and consequently vacated October 15, 2013.

I find that the landlord has established a monetary claim for \$2900.00 in unpaid rent for September and October 2013. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2950.00**. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears	\$2900.00
Filing Fees for the cost of this application	50.00
Less Security Deposit	-725.00
Total Monetary Award	\$2225.00

Conclusion

I Order that the landlord may retain the security deposit of \$725.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$2225.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 30, 2013

Residential Tenancy Branch

