



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Fooroohar Holdings Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction:

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for money owed or compensation for damage or loss; to retain all or part of the security deposit, and to recover the fee for filing an Application for Dispute Resolution. At the hearing the Agent for the Landlord withdrew the Application for Dispute Resolution, as the rental unit has been vacated.

The Agent for the Landlord stated that he personally served each Tenant with the Application for Dispute Resolution and Notice of Hearing on November 07, 2013. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however neither Tenant appeared at the hearing.

On December 06, 2013 the Landlord submitted documents to the Residential Tenancy Branch. The Agent for the Landlord stated that copies of these documents were mailed to the Tenant on December 06, 2013. Section 90 of the *Act* stipulates that a document that is served by mail is deemed to be received on the fifth day after it is mailed. I therefore find that the Tenant will be deemed to have received these documents on December 11, 2013. As the Tenant is not yet deemed to have received these documents, they were not accepted as evidence for these proceedings. The Agent for the Landlord opted to proceed with the hearing with the understanding that I would not be considered the documentary evidence.

Issue(s) to be Decided:

Is the Landlord entitled to a monetary Order for unpaid rent and to keep all or part of the security deposit?

Preliminary Matter

At the hearing the Landlord indicated he also wanted compensation for the month of November, as the Tenant did not clean the unit or remove all of their personal property when they moved out of the rental unit. I decline to consider this claim as the Landlord did not adequately inform the Tenant that the landlord would be seeking compensation for lost revenue as a result of the failure to clean the unit. The Landlord retains the right to file another Application for Dispute Resolution seeking compensation for lost revenue from the month of November.

Background and Evidence:

The Agent for the Landlord stated that this tenancy began on December 30, 2012; that the Tenant is required to pay monthly rent of \$1,100.00 by the first day of each month; and that the Tenant paid a security deposit of \$550.00.

The Agent for the Landlord stated that the Tenant still owes \$550.00 in rent for July, \$550.00 in rent for August, \$550.00 in rent for September, and \$833.34 in rent for October.

The Agent for the Landlord stated that on October 18, 2013 he personally served the female Tenant with a Ten Day Notice to End Tenancy for Unpaid Rent, which had a declared effective date of October 28, 2013. He stated that he believes the Tenant had moved out of the rental unit by November 01, 2013 although when they met to inspect the unit on November 10, 2013 it was still in need of cleaning and the Tenant still had personal property in the unit.

Analysis

Based on the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,100.00 by the first day of each month and that the Tenant still owes \$2,483.34 in rent for the period ending October 31, 2013. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$2,483.34 in outstanding rent to the Landlord.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$2,533.34, which is comprised of \$2,483.34 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be

retaining the Tenant's security deposit plus interest, in the amount of \$550.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$1,983.34. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: December 10, 2013

Residential Tenancy Branch

