



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Homelife Glenayre Realty and Vancouver Eviction Services  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlords' application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent and money owed or compensation for damage or loss, for authority to retain the tenant's security deposit and to recover the filing fee.

The landlord's agent (hereafter "landlord") attended; the tenant did not attend the telephone conference call hearing.

The landlord provided evidence showing that they served the tenant with the Application for Dispute Resolution and Notice of Hearing by registered mail on November 18, 2013. The landlord supplied a receipt containing the tracking number of the registered mail.

I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

*Preliminary matter*-The landlord submitted that the tenant vacated the rental unit on November 30, 2013, and as a result, the landlord was no longer seeking an order of possession for the rental unit. I have excluded this request from further consideration.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation and to recover the filing fee?

Background and Evidence

The landlord gave evidence that this tenancy began on September 1, 2012, monthly rent was \$1300, and a security deposit of \$650 was paid by the tenant at the beginning of the tenancy.

The landlord gave evidence that on October 29, 2013, the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by leaving it with the tenant, listing unpaid rent of \$7079.10 as of October 1, 2013. The effective vacancy date listed on the Notice was November 8, 2013.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution.

The landlord stated that the tenant did not make any further rent payments prior to vacating the rental unit on November 30, 2013, and additionally owes unpaid rent of \$1300 for November 2013, and loss of rent revenue of \$1300 for December 2013.

In response to my question, the landlord was uncertain if the first listed landlord had taken steps to re-rent the rental unit or if the rental unit remained empty.

I have no evidence before me that the tenant applied to dispute the Notice.

Analysis

Based on the oral and written evidence and on a balance of probabilities, I find as follows:

I find the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay the outstanding rent or file an application for dispute resolution in dispute of the Notice within five days of service. I find the landlord provided sufficient evidence of their monetary claim for unpaid rent and is therefore entitled to monetary compensation for the same.

I therefore find that the landlord is entitled to a monetary award of \$8429.10, comprised of the undisputed outstanding rent listed as owed on the Notice, in the amount of \$7079.10, \$1300 for unpaid rent for November 2013, and the \$50 filing fee paid by the landlord for this application.

I do not grant the landlord a monetary award for loss of rent revenue due to insufficient evidence; however, I dismiss their request for loss of rent revenue for December with leave to reapply.

### Conclusion

The landlord has been granted a monetary award in the amount of \$8429.10.

At the landlord's request, I allow the landlord to retain the tenant's security deposit of \$650 in partial satisfaction of the award.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$7779.10, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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* and is being mailed to both the applicants and the respondent.

Dated: January 13, 2014

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Residential Tenancy Branch

