



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding K&G CLAIRE HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, 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 retain the security deposit or pet deposit - Section 38
4. 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 was given full opportunity to be heard, to present evidence and to make submissions. The landlord advised *the tenant vacated December 31, 2013*, and as a result they are only seeking unpaid rent.

### **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on March 01, 2009. Rent in the amount of \$882.30 is 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 \$350.00. The tenant failed to pay all rent in the month of December 2013 and on December 03, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent of \$32.30. The landlord's monetary claim is for the unpaid rent.

### **Analysis**

Based on the testimony and document evidence before me 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 of \$32.30 and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed to have accepted the notice.

I find that the landlord has established a monetary claim for \$32.30 in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$82.30**. The security deposit will be off-set.

### **Conclusion**

**I Order** that the landlord may retain **\$82.30** from the security deposit in full satisfaction of the claim and that the landlord must administer the remainder of the security deposit in accordance with the Act.

**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: January 07, 2014

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Residential Tenancy Branch

