



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail deemed delivered on November 20, 2013, the tenant did not appear.

At the beginning of the hearing the landlord advised that the tenant had moved out of the rental unit on or about November 19, 2013, and an order of possession was no longer required.

Issue(s) to be Decided

- Is the landlord entitled to a monetary order and, if so, in what amount?
- Is the landlord entitled to retain the security deposit?

Background and Evidence

This one year fixed tenancy commenced October 1, 2012 and continued after September 1, 2013 as a month-to-month tenancy. The monthly rent of \$895.00 was due on the first day of the month. The tenant paid a security deposit of \$447.50. A move-in inspection was conducted and a move-in condition inspection report was completed on October 1, 2012.

The landlord testified that the tenant was served with a 10 Day Notice to End Tenancy for Non-Payment of Rent. The tenant moved out of the rental unit, without giving any notice to the landlord, on or about November 19, 2013.

The landlord testified that the tenant had not paid the rent for October and November and the arrears total \$1790.00.

After the Application for Dispute Resolution had been mailed to the tenant, the landlord filed evidence in support of a claim for cleaning and garbage removal. The landlord did not serve an Amended Application for Dispute Resolution or a copy of that evidence on the tenant because they did not have any address for the tenant.

Analysis

Under the principles of natural justice, a person must know when monetary claims are being made against them, the nature of the claim, and the amount claimed. In this

case, the application for dispute resolution that was mailed to the tenant and deemed delivered to him pursuant to the provisions of the *Residential Tenancy Act* only contained particulars of a claim for arrears of rent. Nothing was served, even by deemed delivery, on the tenant that contained particulars of any claims for cleaning and garbage removal. Accordingly any claim for cleaning or garbage removal is dismissed with leave to re-apply.

I find that the landlord has established a total monetary claim of \$1840.00 comprised of arrears of rent for October and November in the amount of \$1790.00 and the \$50.00 fee paid by the landlord for this application. I order that the Landlord retain the deposit of \$447.50 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$1392.50.

Conclusion

A monetary order in favour of the landlord in the amount of \$1392.50 has been granted. If necessary, it may be filed in the Provincial Court (Small Claims) 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: January 06, 2014

Residential Tenancy Branch

