



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FRASER VALLEY KINSMEN HOUSING SOCIETY and TERRA PROPERTY  
MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for an order of possession based on a 10 day Notice to End Tenancy for unpaid rent, a monetary order for unpaid rent, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Agent for the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent testified they served the Tenant with the Application and Notice of Hearing by registered mail, sent on November 18, 2013. Under the Act, the Tenant is deemed served five days after mailing. I find the Tenant has been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Issue

The Agent for the Landlord testified that the Tenant vacated the rental unit in or about the middle of December in 2013. The Agent for the Landlord testified that the Tenant did not give a Notice she was leaving, nor did she provide a forwarding address in writing.

In these circumstances an order for possession of the rental unit is not required, and this portion of the Landlord's claim is dismissed, with leave.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to monetary relief?

Background and Evidence

Based on the affirmed testimony of the Agent for the Landlord, I find that the Tenant was served with a 10 Notice to End Tenancy for non-payment of rent on November 6, 2013. The Agent testified that the Tenant had not paid all the outstanding rent for October and November of 2013, and did not apply to dispute the Notice to End Tenancy. The Landlord requests rent for October and November of 2013, plus the late payment fee of \$25.00 per month, pursuant to the written tenancy agreement.

The Landlord is also requesting unpaid rent for December of 2013.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Although the Landlords are entitled to an order of possession in these circumstances, the Tenant has vacated the rental unit and therefore, an order of possession is no longer required.

I find that the Tenant failed to pay rent under the Act and tenancy agreement for October, November and December of 2013. I find that the Tenant was required to pay rent for December and the Tenant was aware of this under the tenancy agreement and the Landlord will suffer a loss of rent for the month. Therefore, as this does not prejudice the Tenant I allow the claim to be amended to include one additional month of rent, pursuant to section 64.

I find the Landlords have established a total monetary claim of **\$2,030.00** comprised of \$1,905.00 for the balance of rent owed of for October, November and December of 2013, plus three late payment fees totalling \$75.00, and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlords retain the deposit of **\$600.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,430.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

The Landlords have leave to apply for further monetary orders.

### Conclusion

The Tenant failed to pay rent and did not file to dispute the Notice to End Tenancy, and vacated the rental unit. Therefore, an Order of Possession is not required.

The Landlords are awarded rent and late fees due, may keep the security deposit, and have a monetary order for the balance due, and have leave to apply for further monetary compensation.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 09, 2014

---

Residential Tenancy Branch

