



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD.
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 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 in person on November 26, 2013, the tenant did not appear. Filed in evidence is a signed proof of serve by the tenant. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

At the outset of the hearing the landlord's agent stated that the tenant vacated the rental unit on November 30, 2013. Therefore, an order of possession is no longer required.

Issues to be Decided

Is the landlord entitled to a monetary order?
Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?
Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a notice to end tenancy for non-payment of rent on November 8, 2013 by posting to the door. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord's agent testified that the tenant failed to pay the rent owed for November 2013, in the amount of \$1,260.00, prior to vacating the unit.

The landlord's agent testified that the tenant also failed to pay the parking fee of \$45.00 and late rent fee of \$25.00 that are collectable under the terms of the tenancy agreement. Filed in evidence is a copy of the tenancy agreement.

The landlord's agent stated the tenant had a \$30.00 credit on his account and they seek to recover the balance owing of \$1,300.00.

Analysis

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

The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. The tenant vacated the rental unit on November 30, 2013, without paying rent.

I find that the landlord has established a total monetary claim of **\$1,350.00** comprised of unpaid rent, unpaid parking, late fee and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of **\$615.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$735.00**.

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

Conclusion

The landlord is granted a monetary order and may keep the security deposit in partial satisfaction of the claim. I grant a monetary order for the balance due.

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 17, 2014

Residential Tenancy Branch

