



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pemberton Holmes Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord stated that they personally served the tenant with the application for dispute resolution and notice of hearing on October 22, 2013. I accepted the landlord's testimony that the tenant was served with notice of the hearing, and I proceeded with the hearing in the absence of the tenant.

The landlord sought to amend their application to increase the monetary claim. The landlord stated that the tenant had moved to the Super 8 and had given that as her forwarding address, so the landlord sent the amended application by registered mail to the Super 8. The Canada Post website showed that the package was signed for by an unknown third party. I found I was not satisfied that the tenant had been served with the amended application, and I therefore did not allow the amendment but only considered the landlord's original monetary claim.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on June 1, 2013 as a fixed term to end on August 31, 2013. Rent in the amount of \$975 was 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 \$487.50. The tenant was to move out on August 31, 2013, but she did not.

The tenant continued to occupy the unit, without paying any rent, until the landlord obtained an order of possession and had the tenant evicted in late October 2013. The landlord has claimed \$1950 in lost revenue for September and October 2013, \$5 for outstanding rent from May and August 2013 and \$50 for two late rent fees, as per the tenancy agreement, for March and August 2013.

The Landlord's documentary evidence included the following:

- a copy of a residential tenancy agreement, signed by the tenant and the landlord on May 31, 2013, indicating a monthly rent of \$975 due on the first of each month;
- a copy of the tenant ledger, indicating the outstanding rent and fees;
- letters from the landlord to the tenant, reminding the tenant that she must vacate her rental unit on August 31, 2013; and
- an affidavit from a process server, indicating that the tenant was served with an order of possession on October 19, 2013.

Analysis

I find that the landlord has established their monetary claim. The evidence noted above shows that the tenant failed to vacate the unit until late October 2013, did not pay rent for September or October 2013 and incurred the fees claimed.

As their application was successful, the landlord is also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$2055. I order that the landlord retain the security deposit of \$487.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1567.50. This order may be filed in the Small Claims Court 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: February 18, 2014

Residential Tenancy Branch

