



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bon Terra Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute codes OP MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord's agent called in and participated in the hearing. The tenants did not appear although they were personally served with the Application for Dispute Resolution and Notice of Hearing on January 17, 2014. The landlord's agent testified that the tenants moved out at the end of January without notice and without returning the keys or providing a forwarding address. The landlord has not yet inspected the rental unit although aware that the tenants have moved. An order for possession is no longer required.

Issues

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

Background and Evidence

This tenancy began on April 1, 2011. The rent is \$950.00, plus \$10.00 for parking due in advance on the first day of each month. The tenant paid a security deposit of \$475.00 on March 31, 2011. The tenant did not pay rent for January when it was due and there were arrears of \$70.00 that were also due. On January 3, 2014 the landlord personally served the tenant with a Notice to End Tenancy for non-payment of rent. The tenant has not paid rent for January and he did not file an application to dispute the Notice to End Tenancy. He moved out of the rental unit without notice and without returning keys or providing a forwarding address. The landlord has not ascertained whether or not the tenant has removed all of his belongings from the rental unit.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Because the tenant has moved the landlord does not require an order for possession

Conclusion

order may be filed in the Supreme Court and enforced as an order of that Court.

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$1,930.00 for the outstanding arrears and rent for January. The landlord claimed rent for February. I allow the landlord to claim \$480.00 loss of revenue for the first two weeks of February for a total of \$2,410.00. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$2,460.00. I order that the landlord retain the deposit and interest of \$475.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,985.00. 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 12, 2014

Residential Tenancy Branch

