



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
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 called in and participated in the hearing. The tenant did not appear although he was served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on December 30, 2013. After the application for dispute resolution was served the tenant moved out of the rental property and 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 September 1, 2013. The rent is \$1,170.00 due in advance on the first day of each month. There is also a \$40.00 monthly parking fee. The tenant paid a security deposit of \$585.00 at the start of the tenancy. The tenant did not pay rent for December when it was due. On December 3, 2013 the landlord served the tenant with a Notice to End Tenancy for non-payment of rent by posting it to the door of the rental unit. The tenant has not paid rent for December or for January and he did not file an application to dispute the Notice to End Tenancy. The tenant moved out sometime in January without giving notice and without providing a forwarding address.

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.

Conclusion

Because the tenant has moved out the application for an order for possession is dismissed

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$2,340.00 for the outstanding rent for December and January. I allow the landlord's claim for a \$40.00 parking charge for December. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$2,430.00. I order that the landlord retain the deposit and interest of \$585.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,845.00. 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 13, 2014

Residential Tenancy Branch

