



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ALBINA APARTMENTS INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing on March 14, 2014 by posting same, in accordance with Section 89 of the Residential Tenancy Act (the Act), the tenant did not participate in the conference call hearing. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

The landlord testified the tenant vacated March 16, 2014; therefore an Order of Possession is not necessary.

Preliminary issues

The landlord testified that they provided the tenant with all relevant evidence in order to *amend* the application to include compensation for *dump fees* in the amount of \$209.04. The landlord claims they placed all of the amendment particulars in the original notice of hearing package. The landlord provided receipts dated March 17, 2014 for the claimed amendment loss. As the landlord testified they provided the notice of hearing package to the tenant on March 14, 2014 and the tenant vacated on March 16, 2014, I do not accept the tenant has been properly notified of the amended claim. As a result, I preliminarily **dismiss** the landlord's claim for dump fees of \$209.04, with leave to reapply. The hearing proceeded on the landlord's monetary claim for unpaid rent.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on May 01, 2013. Rent in the amount of \$1100.00 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 \$600.00 which they retain in trust. The tenant failed to pay rent to February 28, 2014 and on February 28, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent for all arrears of rent in the sum of \$4000.00. The tenant further failed to pay rent in the month of March 2014. The landlord's monetary claim is for the unpaid rent.

Analysis

Based on the undisputed testimony and document evidence before me I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and vacated in accordance with the notice to end. I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. Any applicable security deposit will be off-set. Therefore, *calculation for Monetary Order*:

Rental arrears to February 28, 2014	\$4000.00
Unpaid rent for March 2014	\$1100.00
Filing fee	50.00
<i>Less applicable security deposit</i>	<i>-600.00</i>
Total monetary award	\$4550.00

Conclusion

I Order that the landlord retain the security deposit of \$600.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$4550.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: March 24, 2014

Residential Tenancy Branch

