



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, MNSD, 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 retain the security deposit - Section 38
4. 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 by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided evidence for the registered mail indicating it had been received by the tenant. The landlord advised the tenant vacated January 23, 2014; therefore an order for possession is not required. The landlord was given opportunity to be heard, to present evidence and to make submissions.

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 September 01, 2003. Rent in the amount of \$639.08 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 \$550.00. The tenant failed to pay rent in the month of January 2014 and on January 06, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it to their door and which the tenant is deemed to have received it by January 09, 2014. The tenant acted on the landlord's Notice to End and vacated but did not pay the rent. The landlord's monetary claim is inclusive of a \$25.00 late charge for the unpaid rent. The

landlord provided a copy of the tenancy agreement which prescribes the fee for late rent. The landlord also seeks loss of revenue for February 2014.

Analysis

Based on the 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, has not applied to dispute the notice, and vacated in accordance with the landlord's Notice to End.

I find that the landlord has established a monetary claim for unpaid rent for January 2014. It must be noted that the tenant vacated as a result of the landlord's assertion to vacate: the landlord's Notice to End. The tenant acted on that request and the tenancy ended. I find the landlord is not entitled to loss of revenue for the month following. I grant the landlord \$25.00 for late payment of rent. The landlord is also entitled to recovery of the \$50.00 filing fee. Any applicable security deposit will be off-set.

Calculation for Monetary Order

Rent for January 2014	\$639.08
Late fee	25.00
Filing fee	50.00
<i>Less applicable security deposit and applicable interest</i>	<i>-569.47</i>
Total monetary award	\$144.61

Conclusion

I Order that the landlord retain the deposit and applicable interest in the total of \$569.47 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$144.61**. 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 12, 2014

Residential Tenancy Branch

