



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on April 1, 2011. Monthly rent of \$2,000.00 was due and payable in advance on the first day of each month, and a security deposit of \$1,000.00 was collected. While a copy is not in evidence, the parties agree that a move-in condition inspection report was completed.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord served a 1 month notice to end tenancy in early October 2013. A copy of the notice is not in evidence. Subsequently, the tenants vacated the unit on November 8, 2013, and returned the keys to the unit on November 9, 2013. A move-out condition inspection report was not completed.

On November 17, 2013, the tenants provided the landlord with their forwarding address. The landlord's application for dispute resolution was filed on November 18, 2013.

The nature of compensation sought by the landlord of \$6,250.00 is as follows:

\$250.00: *unpaid rent July 2013*  
\$2,000.00: *unpaid rent August 2013*

\$2,000.00: *unpaid rent September 2013*

\$2,000.00: *unpaid rent October 2013*

The tenants testified that they do not dispute the landlord's claim.

### Analysis

Based on the documentary evidence and the affirmed testimony of the parties, I find that the landlord has established entitlement to compensation reflecting unpaid rent in the total amount of **\$6,250.00**, as above. As the landlord has succeeded in her application, I find that she has also established entitlement to recovery of the **\$100.00** filing fee. Total entitlement: **\$6,350.00**.

I order that the landlord retain the security deposit of **\$1,000.00**, and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$5,350.00** (\$6,350.00 - \$1,000.00.)

The landlord testified that the outcome reflected above resolves all matters in dispute which arise out of this tenancy, and that she will not later seek compensation related to cleaning and / or repairs which may have been required in the unit following the end of this tenancy.

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$5,350.00**. This order may be served on the tenants, 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: March 10, 2014

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Residential Tenancy Branch

