



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNSD, CNR, ERP, FF

Introduction

This hearing dealt with applications by both the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent and for the filing fee. The landlord also applied to retain the security deposit in satisfaction of her claim.

The tenant applied to cancel the notice to end tenancy and for an order directing the landlord to carry out emergency repairs. The tenant also applied for the recovery of the filing fee.

The landlord served the notice of hearing and evidence package by attaching the package to the front door of the rental unit, on March 16, 2014. Despite having been served the notice of hearing and having applied for dispute resolution, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. Since the tenant did not attend this hearing, his application is dismissed without leave to reapply.

At the start of the hearing the landlord informed me that the tenant had moved out of the rental unit without informing her. At the time of the hearing the landlord had possession of the unit and therefore no longer needed an order of possession.

The landlord also requested that her application to retain the security deposit be dismissed with leave to reapply. Since the tenancy ended without notice and the landlord did not have adequate time to gather evidence to support her claim for damages, I dismiss this portion of her claim with leave to reapply. Therefore this hearing only dealt with the landlord's claim for unpaid rent and the filing fee.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on December 01, 2012 and ended sometime between April 03 and April 12, 2014. The monthly rent was \$1,200.00 payable on the first of each month. The tenant failed to pay full rent on March 01, 2014 and owed the landlord \$600.00. On March 04, 2014, the landlord served the tenant with a notice to end tenancy. The tenant disputed the notice in a timely manner, but failed to attend the hearing. The tenant moved out in early April without paying rent owed for March and April.

Analysis

Based on the sworn testimony of the landlord and in the absence of any contradictory evidence, I accept the landlord's evidence in respect of the claim. I find that the landlord is entitled to \$600.00 for March and \$1,200.00 for April for a total of \$1,800.00. Since the landlord has proven her claim, she is also entitled to the recovery of the filing fee.

Overall, the landlord has established a claim for \$1,850.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1,850.00**.

The tenant's application is dismissed in its entirety.

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: April 24, 2014

Residential Tenancy Branch

