



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent and money owed or compensation for damage or loss, for authority to retain the tenant's security deposit and to recover the filing fee.

The landlord attended; the tenant did not attend the telephone conference call hearing.

The landlord gave evidence that she served the tenant with her Application for Dispute Resolution and Notice of Hearing by registered mail on February 14, 2014. The landlord supplied receipts for the registered mail showing the tracking number.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

*Preliminary matter*-The landlord submitted that the tenant vacated the rental unit sometime in mid to late February, 2014, and as a result, the landlord was no longer seeking an order of possession for the rental unit. I have excluded this request from further consideration.

Issue(s) to be Decided

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

Background and Evidence

The landlord's documentary evidence, confirmed by the landlord at the hearing, shows that this tenancy began on August 1, 2010, monthly rent began at \$650, that it was increased to \$678 two years into the tenancy, and that the tenant paid a security deposit of \$325 at the beginning of the tenancy.

The landlord gave evidence that on January 12, 2014, the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by leaving it with the tenant, listing unpaid rent of \$3360 as of January 1, 2014. The effective vacancy date listed on the Notice was January 23, 2013.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution.

The landlord submitted that the tenant did not make any further payments of rent and that he remained in the rental unit at least through mid to late February 2014, when he vacated without notice, failing to pay rent for February. The landlord submitted that the tenant owed unpaid rent of \$4038 through February 2014 and that she was seeking compensation for the same.

I have no evidence before me that the tenant applied to dispute the Notice.

Analysis

Based upon the landlord's undisputed evidence, I find the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay all the outstanding rent or file an application for dispute resolution in dispute of the Notice within five days of service. I further find that the landlord has proven that the tenant owed and failed to pay all rent due under the tenancy agreement and section 26 of the Act for January 2014, for a total amount of \$3360, as stated on the Notice.

I grant the landlord's application for compensation for the February rent, as the undisputed evidence shows that the tenant remained in the rental unit through at least

most of February, making re-rental for any balance for that month difficult, if not impossible.

I therefore find that the landlord is entitled to a monetary award of \$4088, comprised of unpaid rent of \$4038 through February 2014, and the \$50 filing fee paid by the landlord for this application.

### Conclusion

The landlord has been granted a monetary award in the amount of \$4088.

At the landlord's request, I allow the landlord to retain the tenant's security deposit of \$325 in partial satisfaction of the claim.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$3763, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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* and is being mailed to both the applicant and the respondent.

Dated: April 02, 2014

---

Residential Tenancy Branch

