



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT  
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.

Both parties participated in the hearing with their submissions, document evidence and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

The tenant has vacated therefore an Order for Possession is not required.

### **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on October 01, 2010. Rent and parking in the sum amount of \$1211.94 is payable in advance on the first day of each month. The tenant failed to pay rent in and for the month of March 2014 and on March 03, 2014 the landlord served the tenant with a Notice to End tenancy for non-payment of rent. The tenant then paid \$606.00 and vacated before the effective date of the Notice to End – on March 15, 2014. The landlord's monetary claim is for the balance of rent owed for March 2014.

The tenant argued that they provided the landlord with notice of their intention to vacate mid-March 2014; therefore they should not be required to pay the remainder of March rent.

**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. I find that the tenancy agreement states that all the payable rent and any other charges are due on the 1 st day of each month – establishing the rental period in this tenancy agreement as the 1 st of each month to the last day of each month. The tenant has not paid the outstanding rent for March 2014 and did not apply for Dispute Resolution to dispute the Notice. I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee.

***Calculation for Monetary Order***

Unpaid rent for March 2014	\$605.94
Filing fee	50.00
<b>Total monetary award to landlord</b>	<b>\$655.94</b>

**Conclusion**

**I grant** the landlord an Order under Section 67 of the Act for the amount of **\$655.94**. 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: May 07, 2014

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Residential Tenancy Branch

