



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Stratatech Consulting Ltd.  
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; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail on April 17, 2014 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. At the onset of the Hearing the Landlord withdrew its claim for an order of possession as the Tenant is no longer in the unit.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on September 1, 2012. Rent of \$950.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$475.00 as a security deposit from the Tenant. The Tenant owed rental arrears and failed to pay rent for January 2014. The Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent and a

one month notice to end tenancy for cause (the “Notices”) by posting the Notices on the door on January 3, 2014. The Tenant did not make an application for dispute resolution to dispute either Notices and has not paid the arrears or rent for February 2014. The Landlord last saw the Tenant at the unit on April 16, 2014 and discovered the unit empty on May 13, 2014. No keys were returned to the Landlord. The Landlord states that they no longer require an order of possession and claims \$4,200.00 for the arrears and February 2014 rent.

### Analysis

The tenancy agreement requires the Tenant to pay \$950.00 each month for rent. Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement.

Based on the Landlord’s undisputed evidence I find that the Landlord has established an entitlement to **\$4,200.00** in unpaid rent to and including February 2014. The Landlord remains at liberty to make an application for unpaid rent past this date. The Landlord is entitled to recovery of the **\$50.00** filing fee for a total monetary amount of **\$4,250.00**. Setting the security deposit of **\$475.00** plus zero interest off the entitlement leaves **\$3,775.00** owed by the Tenant to the Landlord.

### Conclusion

**I order** that the Landlord retain the **deposit** and interest of \$475.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$3,775.00**. If necessary, this order may be 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: June 02, 2014

---

Residential Tenancy Branch

