



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Estates Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, 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. A Monetary Order for compensation – Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

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 October 1, 2012. Rent of \$1,240.00 is payable in advance on the first day of each month. The tenancy agreement provides for a \$25.00 late rent fee.

At the outset of the tenancy, the Landlord collected \$620.00 as a security deposit from the Tenant. The Tenant owed arrears of \$10.00 and failed to pay rent for April 2014. On April 8, 2014 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice on the door. The Tenant has not made an application for dispute resolution, has not paid the arrears, has not paid May 2013 rent and moved out of the unit on or about May 31, 2014. The Landlord states that they no longer require an order of possession and claim unpaid rent and late fees.

Analysis

The tenancy agreement provides for the payment of \$1,240.00 in rent each month on the first day of each month. Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement. When a tenancy ends rent is no longer payable. Based on the Landlord's undisputed evidence I find that the Landlord has substantiated an entitlement to unpaid rent to May 31, 2014 in the amount of \$1,290.00 and \$50.00 in late rent fees for April and May 2014. The Landlord is entitled to recovery of the \$50.00 filing fee for a total monetary amount of **\$1,390.00**. Setting the security deposit of \$620.00 plus zero interest off the entitlement leaves **\$770.00** owed by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$620.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$770.00**. 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 17, 2014

