



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Management Services Ltd.
and [tenant name suppressed to protect privacy]

REVIEW HEARING DECISION

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing was previously scheduled for April 03, 2014. While the landlord's agent attended and gave affirmed testimony, the tenant did not appear. In summary, by Decision dated April 03, 2014 the tenant's application, which was limited to cancellation of a notice to end tenancy for unpaid rent or utilities, was dismissed and an order of possession and a monetary order were issued in favour of the landlord.

Subsequently, on April 07, 2014 the tenant applied for Review Consideration. In the result, by way of Review Consideration Decision dated April 14, 2014, the tenant's application for a review of the decision to grant an order of possession in favour of the landlord was dismissed, while the monetary order was "suspended pending the outcome of a reconvened hearing." Thereafter, on May 30, 2014 the landlord filed a Request for Correction and included new evidence in support of an increase in the claim for compensation. The landlord's Request for Correction concerned an oversight in the decision of April 03, 2014, pursuant to which it was incorrectly found that the landlord still held the tenant's security deposit of \$425.00 in trust.

The landlord's agent attended and gave affirmed testimony. The tenant did not appear. The landlord's agent testified that the tenant had not served the landlord with the "Notices of the time and date of the reconvened hearing," as directed by the Arbitrator in the Review Consideration Decision. The landlord's agent testified that the landlord only became aware of the reconvened hearing through contact with Branch personnel on the occasion of the landlord's submission of a Request for Correction. The landlord's agent also testified that as the tenant's current address is unknown, documentary evidence in support of an increase in the claim for compensation could not be served on the tenant.

Issue(s) to be Decided

Whether the landlord is entitled to a monetary order as compensation for unpaid rent or utilities; compensation for damage or loss under the Act, Regulation or tenancy agreement; retention of the security / key deposit; and recovery of the filing fee.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on August 01, 2013. Monthly rent of \$850.00 is due and payable in advance on the first day of each month. A security deposit of \$425.00 and a key deposit of \$10.00 were collected. Following an end to the tenant's ownership of a pet, a pet damage deposit of \$425.00 which had also been collected was credited back to the tenant during the tenancy. A move-in condition inspection report was completed with the participation of both parties.

Arising from rent of \$889.34 which remained unpaid on February 01, 2014, the landlord issued a 10 day notice to end tenancy for unpaid rent or utilities dated February 08, 2014. The notice was served in-person on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is February 18, 2014. Subsequently, the tenant made no further payment toward rent or utilities, and was found to have vacated the unit sometime before April 09, 2014. The landlord's agent testified that the tenant provided no forwarding address and did not return the unit keys. The landlord's agent completed a move-out condition inspection report in the tenant's absence on April 09, 2014.

Analysis

Based on the documentary evidence which I find was previously served on the tenant, and the affirmed / undisputed testimony of the landlord's agent, I find that the landlord has established a claim of **\$2,714.34**:

- \$889.34: *unpaid rent effective February 01, 2014*
- \$25.00: *fee assessed for late payment of rent*
- \$850.00: *unpaid rent for March 2014*
- \$25.00: *fee assessed for late payment of rent*
- \$850.00: *unpaid rent for April 2014*
- \$25.00: *fee assessed for late payment of rent*
- \$50.00: *filing fee*

I order that the landlord retain the security deposit of \$425.00 and the key deposit of \$10.00 [**total: \$435.00**], and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$2,279.34** (\$2,714.34 - \$435.00).

As the tenant's current address is unknown, the landlord was unable to serve him with new evidence in support of a claim for additional compensation in the total amount of \$792.87, as set out below. Accordingly, this aspect of the landlord's application is hereby dismissed with leave to reapply.

\$50.00: *garbage removal*

\$175.00: *cleaning of unit*

\$303.76: *unit repairs*

\$264.11: *unpaid utilities*

Section 82 of the Act addresses **Review of director's decision or order**, and provides in part as follows:

82(3) Following the review, the director may confirm, vary or set aside the original decision or order.

Pursuant to all of the above, with the exception of the granting of an order of possession by date of April 03, 2014, the decision of April 03, 2014 is hereby set aside, as is the monetary order dated April 03, 2014.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$2,279.34**. This order may be served on the tenant, 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 10, 2014

Residential Tenancy Branch

