



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0879921 B.C. Ltd. c/o Emerge Realty Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF, O

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession and a monetary order for unpaid rent or utilities, and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord company attended the hearing, however, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on May 29, 2014, no one for the tenant attended. The line remained open while the phone system was monitored for 15 minutes prior to hearing any testimony and the only participant who joined the call during that time was the landlord's agent. The landlord's agent testified that the tenant was served on that date and in that manner, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided has been reviewed and is considered in this Decision.

During the course of the hearing, the landlord testified that the tenant moved out of the rental unit sometime before June 1, 2014 and the application for an Order of Possession is withdrawn.

Issue(s) to be Decided

Has the landlord established a monetary claim as against the tenant for unpaid rent, utilities, and other costs?

Background and Evidence

The landlord's agent testified that this fixed term tenancy began on April 1, 2014 and was to expire on March 31, 2015. Rent in the amount of \$895.00 per month was payable in advance on the first day of each month. A copy of the tenancy agreement has been provided which states that the tenant was to pay a security deposit in the amount of \$447.50 by April 15, 2014, however the landlord's agent testified that no security deposit was collected.

The tenant failed to pay rent in full for the first month of the tenancy, leaving a balance outstanding of \$95.00. The tenant further failed to pay any rent on May 1, 2014 and on May 14, 2014 the landlord caused the tenant to be served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. A copy of the notice has been provided and it is dated May 14, 2014 and contains an expected date of vacancy of May 24, 2014. The notice states that the tenant failed to pay rent in the amount of \$895.00 that was due on May 1, 2014. The landlord's agent testified that he did not know how or where to add the \$95.00 owing for April on the form, but the tenant has not paid any rent since the issuance of the notice, and the tenant has not paid the \$95.00 owing for April or any portion of the security deposit. The notice was posted to the door of the rental unit on May 14, 2014.

The landlord's agent is not sure if the rental unit has been re-rented. The landlord seeks a monetary order in the amount of \$1,612.50, and the details portion of the application sets out utilities and administrative costs, but no evidence of such costs have been provided.

Analysis

In the circumstances, I accept the testimony of the landlord's agent with respect to unpaid rent for the months of April and May, 2014. I accept that the tenant owed \$95.00 for April and paid no rent for May, and the notice to end tenancy mentions May's rent but not April's. However, the landlord's agent testified that he didn't know how to add the rent for April to the form, and I accept that. However, there is no mention of unpaid utilities on the notice to end tenancy and no copies of utility bills to establish that claim. I find that the landlord has established a monetary claim as against the tenant for unpaid rent in the amount of \$990.00.

I have also reviewed the tenancy agreement and find no reference to liquidated damages or administrative costs, and the landlord's application in that regard is hereby dismissed.

Since the landlord has been partially successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed as withdrawn.

I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,040.00.

This order is final and binding and may be enforced.

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: July 09, 2014

Residential Tenancy Branch

