



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

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.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing to the Residential Tenancy Branch and to the tenant. The tenant did not attend. The line remained open while the phone system was monitored for 10 minutes prior to hearing affirmed testimony and the only participant who joined the call was the landlord. The landlord testified that the tenant was served with the Landlord's Application for Dispute Resolution and notice of hearing documents personally on May 30, 2014. On July 2, 2014 the landlord submitted with an evidence package an amended application adding a claim for damages and served those documents on the tenant by placing them in the mailbox at the forwarding address provided by the tenant.

The *Residential Tenancy Act* does not permit the application for dispute resolution to be served by placing it in the mailbox or other conspicuous place. The landlord abandoned the amended application, and I dismissed those claims without leave to reapply. The hearing focused on the original application filed by the landlord.

During the course of the hearing, the landlord testified that the tenant vacated the rental unit on June 6, 2014 and withdrew the application for an Order of Possession.

Issue(s) to be Decided

Has the landlord established a monetary claim as against the tenant for unpaid rent or utilities?

Background and Evidence

The landlord testified that this fixed term tenancy began on March 1, 2014 and was to expire on June 1, 2014 at which time the tenant was to move out of the rental unit. Rent in the amount of \$750.00 per month was payable in advance on the 1st day of each month. A copy of the tenancy agreement has been provided which provides for a security deposit in the amount of \$250.00 but the landlord testified that the tenant didn't pay it. The tenant had resided in the rental unit prior to this tenancy, but intended only as a vacation rental.

The landlord further testified that the tenant didn't pay any rent at all during the tenancy and on May 4, 2014 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting it to the door of the rental unit. The first page of the form has been provided for this hearing, however the landlord testified that both pages of the 2-page form were served on the tenant. The notice is dated May 4, 2014 and contains an expected date of vacancy of May 14, 2014. The notice states that the tenant failed to pay rent in the amount of \$2,250.00 that was due on May 1, 2014. Also provided is a proof of service document prepared and signed by the landlord and a witness which states that the tenant was served on May 4, 2014 at 11:00 p.m. by posting the notice on the tenant's door.

The parties spoke from time to time after the issuance of the notice, and after the landlord filed the application for dispute resolution he met with the tenant expecting to be paid some rent, but the tenant didn't have the rent money and the landlord served the hearing package.

The tenant moved out of the rental unit on June 6, 2014.

Analysis

In the circumstances, and in the absence of any evidence to the contrary, I accept the testimony of the landlord. I have reviewed the tenancy agreement and I am satisfied that the parties entered into a written tenancy agreement on March 1, 2014 in the terms outlined by the landlord during his testimony. I have also reviewed the notice to end tenancy and I am satisfied that the evidentiary material is consistent with the landlord's testimony, and the landlord is entitled to a monetary order for unpaid rent for March, April and May, 2014 in the amount of \$2,250.00. Since the tenant didn't move out of the rental unit by the date provided for in the tenancy agreement, I also find that the landlord is entitled to recovery of rent for the period of June 1 to 6, 2014 in the amount of \$150.00.

Since the landlord has been 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 amended application is hereby dismissed in its entirety without leave to reapply.

The landlord's application for an Order of Possession is hereby dismissed without leave to reapply 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 \$2,450.00.

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 10, 2014

Residential Tenancy Branch

