



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Li-Car Management Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent; for money owed or compensation for loss or damage under the Act, Regulation, or tenancy agreement; and to recover the RTB filing fee. The landlord withdrew her claim for an order of possession at the time of the hearing, since the tenants had moved out.

The landlord attended the teleconference hearing and gave evidence, however the tenants did not attend. The landlord gave evidence she served the tenants with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on April 15, 2014. I find the tenants were properly served.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to a monetary order for money owed or compensation for loss or damage under the Act, Regulation, or tenancy agreement?

Background and Evidence

The tenancy agreement signed by the parties on February 15, 2014 indicates the tenancy started on February 15, 2014 and the tenants were obligated to pay \$1,800.00 rent monthly in advance on the first day of the month. The tenants also paid a security deposit of \$900.00.

The landlord gave evidence that she served the tenants with a notice to end tenancy for unpaid rent (the "Notice") by posting the Notice on the tenants' door on March 26, 2014. Section 90 provides that a document served in this manner is deemed to be received three days later. The Notice specifies a move-out date, or effective date, of April 8, 2014 and indicates the tenants failed to pay rent of \$1,668.00 that was due March 1, 2014.

The landlord gave evidence that the tenants' last payment toward rent was a \$960.00 payment made on March 10, 2014. That payment was applied to the balance outstanding for February 2014 rent of \$828.00 and a partial payment of \$132.00 toward March 2014 rent. The tenants

made no further payments after the Notice was served, and moved out without notice on May 13, 2014.

The landlord gave evidence that when the landlords inspected the rental unit on May 13, 2014 they found considerable damage which must be repaired before the rental unit can be shown to prospective new tenants. The rental unit had not been re-rented at the time of the hearing.

The landlord claims for unpaid rent of \$1,668.00 for March, \$1,800.00 for April, and \$1,800.00 for May 2014, totalling \$5,268.00.

Analysis

I find the tenants received the Notice on March 29, 2014. I accept the landlord's evidence that the tenants made no further payments after the Notice was served, and vacated the rental unit on May 13, 2014.

I find the landlord is entitled to compensation for unpaid rent totalling \$5,268.00. This amount includes the latter half of May 2014 since the tenants moved out on May 13, 2014 without notice and the rental unit could not be re-rented for the balance of May 2014. The landlord is also entitled to their RTB filing fee of \$100.00.

The total amount due the landlord is \$5,368.00. I order that the landlord retain the security deposit of \$900.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4,468.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for \$4,468.00.

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 11, 2014

Residential Tenancy Branch

