



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR, MNR, 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. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

The landlord testified that the tenant vacated the unit sometime between May 15 – that date of application - and May 29, 2014, therefore an Order of Possession is not required.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on March 01, 2011. Rent in the amount of \$896.22 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$405.00 which they retain in trust. The tenant failed to pay rent in the month of May and on May 02, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant did not pay the rent and acted on the landlord's Notice to End and vacated

sometime in the later 2 weeks of May 2014. The landlord's monetary claim is for the unpaid rent for May and June 2014.

### **Analysis**

Based on the testimony and document evidence before me I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice, but instead vacated in accordance with the landlord's Notice.

I find that the landlord has established a monetary claim for **\$896.22** in unpaid rent for May 2014. Despite the lack of confirmation as to the actual date the tenant vacated, I find the tenant vacated in accordance with the landlord's Notice to End, therefore the landlord is not entitled to the rent for June 2014. The landlord is entitled to recovery of the filing fee for this application. Any applicable security deposit will be off-set.

#### ***Calculation for Monetary Order***

unpaid rent for May 2014	\$896.22
filing fee	50.00
<i>Less security deposit</i>	<i>-405.00</i>
<b>Total monetary award</b>	<b>\$541.22</b>

### **Conclusion**

**I Order** that the landlord retain the deposit of \$405.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$541.22**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

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 08, 2014

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Residential Tenancy Branch

