



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNSD, 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. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit or pet deposit - Section 38
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 personally served with the application for dispute resolution and notice of hearing on March 14, 2014 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.

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 undisputed evidence in this matter is that rent in the amount of \$800.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit and pet damage deposit from the tenant in the amount of \$400.00 respectively for a sum of \$800.00 held in trust by the landlord. The tenant failed to pay rent in the month of November and December 2013 and on December 28, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the months of January to March 2014 and vacated March 18, 2014. The landlord's monetary claim is for the unpaid rent for November 2013 through to March 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. I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee. The deposits held in trust will be off-set.

Calculation for Monetary Order

Unpaid rent - November 2013 to March 2014	\$4000.00
Filing fee	50.00
<i>Less applicable security/pet deposits</i>	<i>-800.00</i>
Total monetary award	\$3250.00

Conclusion

I Order that the landlord retain the tenancy deposits in the total of \$800.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$3250.00**. 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 02, 2014

Residential Tenancy Branch

