



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, 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. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38
4. 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 in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing.

The landlord testified that the tenant has since vacated on June 15, 2014, therefore *an Order of Possession is not required*.

The landlord submitted late evidence respecting an amendment to their application for damages to the unit - which they sent to the tenant by registered mail. Their intended amendment was not provided within the required time to be considered for this hearing, and the landlord was so advised. As a result, the landlord's intended amendment for damages will not be considered and is effectively *dismissed, with leave to reapply*.

The landlord was given full opportunity to be heard, to present evidence and to make submissions respecting their original claims.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on April 01, 2014. Rent in the amount of \$575.00 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 \$300.00 which they retain in trust. The tenant failed to pay rent in the month of May 2014 and on May 12, 2014 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 month of June 21014. The tenant vacated June 15, 2014. The landlord's monetary claim is for the unpaid rent.

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and vacated the unit.

I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

unpaid rent for May 2014	\$575.00
unpaid rent for June 2014	\$575.00
filing fee for the cost of this application	50.00
less security deposit	-300.00
Total monetary award to landlord	\$900.00

Conclusion

I Order that the landlord may retain the security deposit of \$300.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$900.00**. 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 16, 2014

Residential Tenancy Branch

