



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD, FF  
CNR, ERP, RP, PSF, LAT, AS, RR, O

### Introduction

This hearing was convened by way of conference call concerning applications made by the landlord and by the tenant. The landlord has applied for an order of possession and a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

The tenant has applied for an order cancelling a notice to end tenancy for unpaid rent or utilities; for an order that the landlord make emergency repairs for health or safety reasons; for an order that the landlord make repairs to the unit, site or property; for an order that the landlord provide services or facilities required by law; for an order authorizing the tenant to change the locks to the rental unit; for an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld; and for an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

An agent for the landlord company attended the hearing, gave affirmed testimony and provided evidentiary material to the Residential tenancy Branch and to the tenant prior to the commencement of the hearing. However, despite being served with the Landlord's Application for Dispute Resolution, evidence and notice of hearing documents by registered mail on July 7, 2014, and despite making an application for dispute resolution, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the tenant was served on that date and in that manner, and has provided a copy of the Canada Post registered mail ticket and I am satisfied that the tenant has been

served in accordance with the *Residential Tenancy Act*. No evidentiary material has been provided by the tenant.

Since the tenant has not joined the hearing, the tenant's application is hereby dismissed in its entirety without leave to reapply.

All evidence and testimony provided by the landlord's agent has been reviewed and is considered in this Decision.

#### Issue(s) to be Decided

- Is the landlord entitled under the Residential Tenancy Act to an order of possession for unpaid rent?
- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Has the landlord established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?
- Should the landlord be permitted to keep the security deposit and interest in partial satisfaction of the claim?

#### Background and Evidence

The landlord's agent testified that this tenancy began on October 1, 2008 and the tenant still resides in the rental unit. Rent in the amount of \$930.00 per month is payable in advance on the 1<sup>st</sup> day of each month. In September, 2008 the landlord collected a security deposit from the tenant in the amount of \$465.00, which is still held in trust by the landlord, and no pet damage deposit was collected. The landlord's agent is unable to specify what date in September it was collected, and the copy of the tenancy agreement provided for this hearing has that portion cut off.

The landlord's agent further testified that the tenant failed to pay rent when it was due for the month of June, 2014 and the landlord caused the tenant to be served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities which was served by posting it to the door of the rental unit on June 7, 2014. A copy of the notice has been provided and it is dated June 7, 2014 and contains an effective date of vacancy of June 17, 2014. The notice states that the tenant failed to pay rent in the amount of \$930.00 that was due on June 1, 2014, and both pages of the 2-page form have been provided. The landlord's agent testified that the tenant has not paid any rent since the issuance of the notice, and the tenant is now in arrears for the months of June, July and August, 2014,

for a total of \$2,790.00. The Landlord's Application for Dispute Resolution claims unpaid rent for June and July as well as loss of revenue for August, 2014 rent, for a total of \$2,750.00 and the landlord's agent testified that the amount contained in the application was an error.

The landlord requests an order permitting the landlord to keep the security deposit and interest in partial satisfaction of the claim.

### Analysis

The *Residential Tenancy Act* states that a tenant must pay rent when it is due, and if the tenant fails to do so the landlord may end the tenancy. I have reviewed the notice to end tenancy provided by the landlord and I find that it is in the approved form and contains information required by the *Act*. Although I find that the tenant disputed the notice within the time required, the tenant did not attend the hearing and did not pay the rent. In the absence of any evidence from the tenant, and having dismissed the tenant's application, I find that the landlord is entitled under the *Act* to an order of possession on 2 days notice to the tenant for unpaid rent.

With respect to the monetary claim of the landlord, I am satisfied in the evidence before me that the tenant has failed to pay the landlord any rent for the months of June and July, 2014. With respect to rent for August, 2014, I find that the tenant is responsible for payment in full because any notice that the tenant could give the landlord at this point would not end the tenancy before the end of August.

I have calculated the interest owed to the tenant on the security deposit, and I find that the landlord is indebted to the tenant the sum of \$465.00, plus \$1.75 interest, for a total of \$466.75. I hereby order the landlord to keep the security deposit and interest in partial satisfaction of the claim, and I grant a monetary order in favour of the landlord for the difference.

Since the landlord has been successful with the claim, the landlord is also entitled to recovery of the \$50.00 filing fee.

### Conclusion

For the reasons set out above, the tenant's application is hereby dismissed in its entirety without leave to reapply.

I hereby grant an order of possession in favour of the landlord on 2 days notice to the tenant.

I hereby order the landlord to keep the \$465.00 security deposit and \$1.75 interest owed to the tenant, and I 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 \$2,373.25.

These orders are 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: August 12, 2014

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Residential Tenancy Branch

