



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

### **Dispute Codes:**

CNR, OPR, OPB, MNR, FF

### **Introduction**

This hearing was convened in response to cross- applications by the landlord and the tenant pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:  
The landlord applied for;

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.

The tenant applied for:

1. An Order to cancel a Notice to End tenancy for unpaid rent - Section 46

The applicant tenant was provided with a copy of the Notice of a Dispute Resolution Hearing after filing their application dated July 16, 2014. The tenant, however, did not attend the hearing set for today at 9:30 a.m. The phone line remained open for a total of 40 minutes and was monitored throughout this time. The only parties to call into the hearing were the applicant landlord. The landlord testified the tenant vacated July 29, 2014 and that they still retain the security deposit in its entirety in trust.

As the tenant did not participate in the conference call hearing and have vacated the rental unit, their application was preliminarily **dismissed**, without leave to reapply.

The landlord was given opportunity to be heard, to present evidence and to make submissions in respect to the remaining relevant portions of their application.

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

Is the landlord entitled to the monetary amounts claimed?

## **Background and Evidence**

The tenancy began on December 04, 2013. Rent in the amount of \$1030 was 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 \$515.00, in trust. The tenant failed to pay rent in the month of July 2014 and on July 06, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant vacated but did not pay the outstanding rent for July 2014. The landlord seeks 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 since vacated and not paid the outstanding rent. As a result 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 security deposit held will be off-set from the award made herein.

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

Unpaid rent	\$1030.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and applicable interest <i>to date</i>	-515.00
<b>Total Monetary Award to landlord</b>	<b>\$565.00</b>

## **Conclusion**

**I Order** that the landlord retain the security deposit of \$515.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$565.00**. 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: September 22, 2014

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Residential Tenancy Branch

