



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Realty Executives Mid Island  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

For the tenant: CNR

For the landlord: OPR, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act (the “Act”).

The tenant applied for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”).

The landlord applied for an order of possession for the rental unit due to unpaid rent, a monetary order for money owed or compensation for damage or loss and for unpaid rent, for authority to retain the tenant’s security deposit, and for recovery of the filing fee paid for this application.

The landlord’s agent (hereafter “landlord”) attended the hearing; the tenant did not attend.

The landlord submitted evidence that they served the tenant with their Application for Dispute Resolution and Notice of Hearing by leaving the documents with the tenant on August 13, 2014, at approximately 4:30 p.m. at the rental unit.

Based upon the submissions of the landlord, I find the tenant was served notice of the landlord’s hearing and the landlord’s application as required by section 89(1) of the Act and the hearing proceeded on the landlord’s application in the tenant’s absence.

Thereafter the landlord was provided the opportunity to present her evidence orally, refer to documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed the oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

*Procedural matter*-Despite having her own application for dispute resolution set for hearing on this date and time, the application of the landlord and the Notice of these Hearings, the tenant did not appear.

Therefore, pursuant to section 10.1 of the Rules, I dismiss the application of the tenant, without leave to reapply.

*Preliminary matter*-The landlord submitted that the tenant vacated the rental unit on September 2, 2014, and as a result, the landlord was no longer seeking an order of possession for the rental unit. I have excluded this request from further consideration.

### Issue(s) to be Decided

Is the landlord entitled to authority to retain the tenant's security deposit, further monetary compensation, and to recover the filing fee?

### Background and Evidence

The landlord supplied a written tenancy agreement showing that this tenancy began on March 15, 2012, that monthly rent is \$900, and that the tenant paid a security deposit of \$450 at the beginning of the tenancy.

The landlord gave evidence that on August 2, 2014, they served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, by attaching it to the tenant's door, listing unpaid rent of \$900 as of August 1, 2014. The effective vacancy date listed on the Notice was August 15, 2014.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution.

The tenant did file her application to dispute the Notice, but failed to attend the hearing on her application and has since vacated the rental unit.

The landlord submitted that prior to the Notice of August, the tenant had a rent deficiency of \$2500, and had agreed to a payment plan; however, the tenant paid only a total of \$570, leaving a rent deficiency of \$1930, in addition to the unpaid rent of \$900 for August 2014. The total unpaid rent is \$2830, and the landlord submitted further that the tenant agreed that the landlord could keep her security deposit of \$450.

### Analysis

Based on the oral and written evidence and on a balance of probabilities, I find as follows:

I find the landlords submitted sufficient evidence that the tenant owes total unpaid rent through the month of August 2014, in the amount of \$2830.

I also grant the landlord recovery of their filing fee of \$50.

I therefore find that the landlord is entitled to a monetary award in the amount of \$2880, comprised of outstanding rent of \$2830 through August 2014, and the \$50 filing fee paid by the landlords for this application.

### Conclusion

The tenant's application is dismissed due to her failure to attend the hearing and as I have granted the landlord's application.

The landlord's application is successful as I have granted them a monetary award of \$2880.

At the landlord's request, I allow the landlord to retain the tenant's security deposit of \$450 in partial satisfaction of their monetary award of \$2880 and I grant the landlord a final, legally binding monetary order for the balance due pursuant to section 67 of the Act for the amount of \$2430, which is enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after the order has been served upon her, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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: October 8, 2014

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Residential Tenancy Branch

