



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR MNSD MNDC FF

Introduction

The landlord and the tenant both made applications for dispute resolution. The hearing first convened on July 3, 2014, before a different arbitrator. The arbitrator heard evidence regarding a notice to end tenancy and granted the landlord an order of possession.

The applications of the landlord and the tenant for monetary compensation were adjourned to August 14, 2014. On that date, I presided over the teleconference hearing, with the landlord and the tenant in attendance. Due to time constraints I adjourned the hearing. Before concluding the teleconference call on that date, the tenant confirmed an email address and a mailing address for service. I instructed the landlord to email the tenant their evidence, and the tenant to respond to the landlord's email within five days. If the tenant did not respond to the email, the landlord was instructed to send their evidence by registered mail to the address the tenant provided.

The hearing reconvened on October 16, 2014. On that date the landlord called in to the teleconference hearing but the tenant did not. The landlord confirmed that they had re-served the tenant as directed. Further evidence on file showed that the Branch had sent notice of the reconvened hearing to the tenant at the address she provided. I dismissed the tenant's application and proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenant first began occupying the rental unit on February 1, 2013. In December 2012 the tenant paid the landlord a security deposit of \$625. The landlord and the tenant entered into a new fixed term tenancy agreement commencing May 1, 2014, with monthly rent of \$1250 due in advance on the first day of each month.

The landlord stated that the tenant failed to pay rent for April, May, June or July 2014. The tenant continued to occupy the rental unit on July 3, 2014, the date of the first hearing. The landlord has claimed unpaid rent and lost revenue for those months totalling \$5000.

In support of their claim, the landlord submitted evidence including the following:

- a copy of a residential tenancy agreement, signed by the landlord on March 8, 2014 and by the tenant on March 22, 2014, indicating that the tenant's security deposit of \$625 was carried over from the previous agreement, and confirming monthly rent of \$1250 due on the first of each month;
- testimony regarding the unpaid rent; and
- a copy of the Landlord's Application for Dispute Resolution, filed May 12, 2014.

Analysis

I find that the landlord has established their claim in its entirety. The evidence noted above shows that the monthly rent was \$1250, the tenant occupied the unit but failed to pay the rent from April through July 2014, and the landlord holds a security deposit of \$625.

As the landlord's application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$5050. I order that the landlord retain the security deposit of \$625 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4425. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 30, 2014

Residential Tenancy Branch

