



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capital Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order permitting him to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing via registered mail sent on September 7, the tenant did not participate in the conference call hearing.

At the hearing, the landlord advised that the tenant vacated the rental unit at the end of September. As the tenancy has ended, I consider the claim for an order of possession to have been withdrawn.

The landlord advised that the tenant did not pay a security deposit. I therefore consider the claim for an order authorizing the landlord to retain the security deposit to have been withdrawn.

In early October, the landlord submitted an amended application for dispute resolution increasing the amount claimed against the tenant. The landlord advised that he sent this amended application to the tenant at the rental unit as he believed the tenant was having his mail forwarded. As the service provisions of the *Residential Tenancy Act* require that mail be sent to the address at which the tenant resides, I found that the landlord had not properly served the amended application and I was unable to find that the tenant had received it. As the tenant had no notice of the amended claim, I did not consider that claim. The landlord is free to bring that claim against the tenant in the future.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenant was obligated to pay \$985.00 in rent in advance on the first day of each month. The tenant failed to pay \$280.00 of his rent in the month of August 2014 and paid no rent whatsoever in the month of September 2014.

The landlord seeks to recover the rental arrears as well as the \$50.00 filing fee paid to bring his application.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant failed to pay all of his rent in August and paid no rent in September. I find that the landlord is entitled to recover the monies owed as well as the filing fee. I grant the landlord a monetary order under section 67 for \$1,315.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$1,315.00.

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 24, 2014

Residential Tenancy Branch

