



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent/ loss of revenue - Section 67;
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that they served the tenant with the application for dispute resolution and notice of hearing by *registered mail* on July 31, 2014 in accordance with Section 89 of the Residential Tenancy Act (the Act); despite which, the tenant did not participate in the conference call hearing. The landlord provided that the tenant has since vacated. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

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

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began January 01, 2014. Rent in the amount of \$595.00 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 \$297.50. 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 further failed to pay rent in the month of August 2014 and subsequently vacated August 24, 2014. The landlord's monetary claim is for the unpaid rent for July and August 2014.

**Analysis**

Based on the testimony and document evidence before me I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent. I find that the landlord has established a monetary claim for the claimed unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. The security deposit will be off-set from the award made herein.

***Calculation for Monetary Order***

Unpaid rent for July and August 2014	\$1190.00
Filing fee	50.00
<i>Less applicable security deposit</i>	<i>-297.50</i>
<b>Total monetary award</b>	<b>\$942.50</b>

**Conclusion**

**I Order** that the landlord retain the security deposit of \$297.50 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$942.50**. 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: October 01, 2014

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Residential Tenancy Branch

