



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Glover Holdings Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Landlord: OPR, MNR, MNSD, MNDC, FF
Tenant: CNR

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order. The tenant sought to cancel a notice to end tenancy. The hearing was conducted via teleconference and was attended by the landlord only.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on October 15, 2014 in accordance with Section 89.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*. In addition, I note that the tenant had filed her own Application for Dispute Resolution that was set to be heard at this time.

At the outset of the hearing the landlord confirmed the tenant vacated the rental on November 1, 2014. As such there is no longer a need for an order of possession, I amend the landlord's Application to exclude the matter of possession. In addition, I find that since the tenant has vacated the rental unit and her Application for Dispute Resolution was seeking to cancel a notice to end tenancy that her Application is now moot and I dismiss her Application in its entirety.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided into evidence a copy of a tenancy agreement for a month to month tenancy that began on April 15, 2013 for the monthly rent of \$1,250.00 due on the 1st of each month and that a security deposit of \$640.00 was paid.

The landlord submits the tenant has failed to pay rent for the month of October 2014. The landlord submits that on October 3, 2014 he issued a 10 Day Notice to End Tenancy for Unpaid Rent by posting it on the rental unit door.

The landlord submitted into evidence a copy of the 10 Day Notice to End Tenancy for Unpaid Rent dated October 3, 2014 with an effective vacancy date of October 13, 2014 due to unpaid rent in the amount of \$1,250.00. The landlord submits the tenant paid no rent for the month of October 2014.

Analysis

Based on the landlord's undisputed documentary and testimonial evidence I find the tenant failed to pay rent for the month of October 2014.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,300.00** comprised of \$1,250.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$640.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$660.00**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: November 19, 2014

Residential Tenancy Branch

