



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Singla Bros. Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord company attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing to the Residential Tenancy Branch and to the tenant. However, despite being served with the Landlord's Application for Dispute Resolution, evidentiary material and notice of this hearing by registered mail on November 18, 2014, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the documents were served on that date and in that manner and provided a tracking number assigned by Canada Post and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and the testimony of the landlord's agent have been reviewed and are considered in this Decision.

During the course of the hearing the landlord's agent advised that the tenant has vacated the rental unit and the landlord's application for an Order of Possession is withdrawn.

### Issue(s) to be Decided

The issue remaining to be decided is:

- Has the landlord established a monetary claim as against the tenant for unpaid rent or utilities?

### Background and Evidence

The landlord's agent testified that this fixed term tenancy began on August 15, 2014 and expires on August 31, 2015, however the tenant moved out without notice to the landlord sometime near the end of November, 2014. Rent in the amount of \$1,250.00 per month as well as \$40.00 per month for the water utility were payable in advance on the 1<sup>st</sup> day of each month. A copy of the tenancy agreement has been provided. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$625.00 which is still held in trust by the landlord and no pet damage deposit was collected.

The landlord's agent further testified that the tenant failed to pay rent in full for the month of October, 2014 leaving a balance due of \$250.00 as well as \$40.00 for the water utility. Both were due on October 1, 2014. The tenant further failed to pay the landlord any rent or the water utility bill for November, 2014. The landlord's agent served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on November 3, 2014 by posting it to the door of the rental unit. A copy of the notice has been provided and it is dated November 3, 2014 and contains an expected date of vacancy of November 13, 2014 for unpaid rent in the amount of \$1,580.00 that was due on November 1, 2014. The landlord's agent testified that the amount includes \$250.00 for October's rent, \$40.00 for October's water utility, \$1,250.00 for November's rent, and \$40.00 for November's water utility. The landlord claims those amounts as well as rent in the amount of \$1,250.00 for December, 2014 because the tenant provided no notice of his intention to vacate the rental unit and the landlord was not aware of the tenant's departure until around November 21, 2014.

The landlord also claims liquidated damages which is contained in the tenancy agreement in the amount of \$1,250.00.

The tenant has not provided the landlord with a forwarding address, and the landlord's agent requests an order permitting the landlord to keep the security deposit in partial satisfaction of the claim.

### Analysis

I have reviewed the evidentiary material provided by the landlord and I am satisfied that the landlord has established a monetary claim as against the tenant in the amount of \$1,500.00 for unpaid rent for October and November, 2014, and \$80.00 for unpaid utilities for those months. With respect to rent for December, 2014, I find that if the tenant had provided the landlord with notice to end the tenancy, the notice would not have taken effect until the end of December, 2014 and the landlord is entitled to collect rent for that month. However, the tenant did not reside in the rental unit for December, 2014 and did not use any of the water utility.

With respect to the landlord's claim for liquidated damages, I have read the tenancy agreement, and I am satisfied that the tenant agreed to pay the equivalent of one month's rent, or \$1,250.00 for vacating the rental unit prior to the end of the fixed term, and I find that the landlord is entitled to that amount.

Although the landlord has not specifically applied for an order permitting the landlord to keep the security deposit in partial satisfaction of the claim, the landlord's agent did specifically request it at the hearing. The tenant has not provided the landlord with a forwarding address, and I find that the tenant has abandoned the rental unit, and I find it prudent to deal with the security deposit. I order the landlord to keep the security deposit in partial satisfaction of the claim.

Since the landlord has been partially successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

I hereby order the landlord to keep the \$625.00 security deposit and I grant the landlord a monetary order for the difference in the amount of \$3,505.00.

### Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed as withdrawn.

I hereby order the landlord to keep the \$625.00 security deposit and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$3,505.00.

This order is final and binding and may be enforced.

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: December 16, 2014

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Residential Tenancy Branch

