



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a Monetary Order for unpaid rent and to recover the filing fee for the Application.

Only the Landlord appeared at the hearing. She gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified she served the Tenant with the Notice of Hearing and her Application on by Registered mail by November 17, 2014 to the Tenant's new rental unit. Introduced in evidence was a copy of the registered mail receipt and tracking number. A search of that tracking number confirmed that the item was returned undeliverable. Parties cannot avoid service by refusing to retrieve registered mail and under the Act documents served this way are deemed served five days later. As well, I note that the Tenant provided evidence to the Branch on December 8, 2014 which included a letter from her and which specifically referenced the within file number. Accordingly, I find the Tenant was duly served as of November 22, 2014.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to monetary relief?

### Background and Evidence

Introduced in evidence was a copy of the Residential Tenancy Agreement signed by the parties November 12, 2013. The Tenancy began on December 1, 2013 for a one year fixed term with an option to continue as a month to month tenancy at the end of the fixed length of time. Monthly rent was payable in the amount of \$1,000.00 on the first of the month.

The Landlord testified that the Tenant failed to pay rent for October 2014 and November 2014.

The Landlord did not provide a copy of the 10 Day Notice.

At the outset of the hearing the Landlord testified that since filing the Application the Tenant moved out of the rental unit and had done so as of November 30, 2014 such that the Landlord was no longer seeking an Order of Possession.

Further, introduced in evidence by the Landlord was a copy of a Mutual Agreement, dated November 3, 2014, and which indicated the Tenant intended to move out by October 31, 2014. This document also indicates that the Landlord paid the Tenant the sum of \$1,000.00 representing a month's rent and that she received and signed a Mutual Agreement to End Tenancy form on September 25, 2014.

Introduced in evidence was a letter from the Tenant, dated December 2, 2014, whereby she indicated the Landlord asked her to move out for the Landlord's use of the rental unit. She writes that the Landlord refunded her October rent after the Tenant informed the Landlord of her discussions with the Branch and her belief that the Landlord needed to give her two month's notice to end the tenancy as well as one month's rent as compensation for giving her notice for Landlord's use.

Also introduced in evidence is an email from the Landlord to the Tenant whereby the Landlord writes that the lease would not be renewed as she intended to sell the rental unit.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid the outstanding rent and agreed to vacate the rental unit.

While the Tenant did not attend the hearing to speak to her letter, I find that it is probable that the \$1,000.00 paid to the Tenant represented the month's rent required by section 51. The Landlord testified that she received the Tenant's letter and the keys to the rental unit on December 2, 2014.

Further, although the Tenant agreed to move out at the end of October, she stayed into November such that another month of rent is owing. Accordingly, I find that the Landlord has established a total monetary claim of \$1,050.00 comprised of \$1,000.00 for rent for November 2014 and the \$50.00 fee paid by the Landlord for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

#### Conclusion

The Landlord is granted a monetary order for \$1,050.00 representing the rent owing for November 2014 and the \$50.00 filing fee.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 19, 2014

---

Residential Tenancy Branch

