



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, 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 - 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 despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided the tracking information for the registered mail in testimony. The landlord did not submit any document evidence to this matter; however, they were given opportunity to be heard and to make submissions. The landlord was advised that in the absence of a 10 Day Notice to End Tenancy for Unpaid Rent they would not be granted their request for an Order of Possession. As a result, this portion of the landlord's claim is preliminarily **dismissed**. The hearing proceeded on the merits of the balance of their claim.

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

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The undisputed testimony is as follows. Rent in the amount of \$750.00 is payable in advance on the first day of each month. The landlord claims the tenant failed to pay rent in the months of September, October and November 2014. On October 24, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it to their door, stating the tenant owed \$1500.00 in unpaid rent. It must be noted the landlord filed their application prematurely on October 27, 2014. However the rent was not paid. The tenant further failed to pay rent in the month of November 2014.

### **Analysis**

Based on the landlord's undisputed testimony I find that the tenant was served with a notice of hearing to this matter and had opportunity to rebut the landlord's claim. I accept the landlord's testimony that the tenant has not paid the outstanding rent. I find that the landlord is owed rent for the months September to November 2014 in the sum of \$2250.00 and are also entitled to recovery of the \$50.00 filing fee, for a total award of \$2300.00. The security deposit of this tenancy must be administered at the end of the tenancy in accordance with the Act.

### **Conclusion**

**I grant** the landlord a Monetary Order under Section 67 of the Act for the amount of **\$2300.00**. 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: December 01, 2014

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Residential Tenancy Branch

