



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord's agent attended and gave affirmed testimony.

The landlord's application for dispute resolution and notice of hearing (the "hearing package") was sent to the tenant by way of registered mail. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered" on July 19, 2014. Despite this, the tenant did not appear.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on May 01, 2008. Monthly rent is due and payable in advance on the first day of each month. Effective May 01, 2012, monthly rent became \$916.00. A security deposit of \$402.50 was collected near the start of tenancy.

By letter dated November 14, 2012 the tenant gave notice to end tenancy effective December 15, 2012. The tenant made no payment toward rent for December 2014 and vacated the unit around mid-month without providing a forwarding address. Thereafter, the tenant contacted the landlord by telephone in May 2014, and provided a forwarding address. The landlord seeks miscellaneous compensation arising from the tenancy.

Analysis

The attention of the parties is drawn to the following particular sections of the Act:

Section 45: **Tenant's notice**

Section 37: **Leaving the rental unit at the end of a tenancy**

The parties are also informed of provisions in Residential Tenancy Policy Guideline # 1 which speaks to "Landlord & Tenant – Responsibility for Residential Premises."

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the landlord has established a claim of **\$1,134.17**:

\$916.00: *unpaid rent for December 2012*

\$93.17: *unpaid electrical utility*

\$75.00: *carpet cleaning*

\$50.00: *filing fee*

I order that the landlord retain the security deposit of \$402.50 plus accrued interest of \$4.04 [**total: \$406.54**], and I grant the landlord a **monetary order** for the balance owed of **\$727.63** (\$1,134.17 - \$406.54).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$727.63**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and 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: December 02, 2014

Residential Tenancy Branch

