



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to 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 ("landlord") attended and gave affirmed testimony.

The landlord testified that on July 30, 2014 the application for dispute resolution and notice of hearing ("hearing package") were personally served on the tenants. Based on the affirmed / undisputed testimony of the landlord, I find that the tenants were duly served with the hearing package. Despite this, neither tenant appeared. The landlord also testified that the tenants vacated the unit on July 31, 2014 without providing a forwarding address.

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 tenancy began on April 01, 2011. Monthly rent is due and payable in advance on the first day of each month. Current monthly rent is \$1,095.00. A security deposit of \$525.00 was collected on March 07, 2011. Pursuant to a written parking agreement, a monthly parking fee of \$20.00 is also due and payable in advance on the first day of each month.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated July 02, 2014. The notice was served by posting to the unit door on that same date. A copy of the notice was submitted in evidence. \$1,095.00 is shown as unpaid when due on July 01,

2014. The date shown by when the tenants must vacate the unit is July 12, 2014. The tenants made no further payment toward rent before vacating the unit on July 31, 2014.

The landlord claimed that cleaning costs were also incurred after the tenants vacated. However, an amended application was not made as the whereabouts of the tenants is unknown and an amended application would therefore have been unable to be served.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated July 02, 2014. The tenants did not pay the outstanding rent within 5 days of receiving the notice, did not apply to dispute it, and vacated on July 31, 2014. Following from the above, pursuant to section 67 of the Act I find that the landlord has established a claim of **\$1,185.00**:

\$1,095.00: *unpaid rent for July*

\$20.00: *fee for late payment of July rent (pursuant to tenancy agreement)*

\$20.00: *fee for July parking (pursuant to parking agreement)*

\$50.00: *filing fee*

Pursuant to section 72 of the Act I order that the landlord retain the security deposit of **\$525.00**, and pursuant to section 67 of the Act I grant the landlord a **monetary order** for the balance owed of **\$660.00** (\$1,185.00 - \$525.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$660.00**. This order may be served on the tenants, 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: January 22, 2015

Residential Tenancy Branch

