



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, 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 / loss of revenue - Section 67;
3. 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 proof of registered mail service.

The landlord was given full opportunity to be heard, to present evidence and to make submissions. The landlord advised they confirmed that the tenant vacated December 22, 2014. As a result, the landlord does not require an Order of Possession.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began May 01, 2013. Rent in the amount of \$940.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$475.00 which the landlord fully retains in trust. The tenant failed to pay rent in the month of October 2014 and on October 26, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of November and December 2014. The landlord testified that as of today's date the rental unit has yet to be offered for rent. The landlord's monetary claim is for the unpaid rent.

Analysis

Based on the landlord's testimony and document evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and vacated the rental unit.

I find that the landlord has established a monetary claim for unpaid rent to December 2014. The landlord has yet to make the rental unit available for rent and is therefore not entitled to further loss of revenue. The landlord is entitled to recovery of the filing fee this matter. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid rent - October, November and December 2014	\$2820.00
Filing Fee for the cost of this application	50.00
Less Security Deposit	-475.00
Total Monetary Award	\$2395.00

Conclusion

I Order that the landlord may retain the security deposit of \$475.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$2395.00**. 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: January 06, 2015

Residential Tenancy Branch

