



# 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 number for the registered mail claimed to have been sent on January 13, 2015. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

The landlord testified that the tenant appears to have vacated the rental unit on or near the date of January 16, 2015.

### **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 undisputed testimony is that the tenancy began approximately 8 years ago after the tenant's partner vacated the unit and the tenant assumed it – although the parties did not enter into a written agreement. Rent in the amount of \$900.00 was payable in advance on the 15<sup>th</sup> day of each month. The landlord claims they hold a security deposit of \$400.00 in trust from 2004. The tenant failed to pay rent in the month of October, November and December 2014 and on January 03, 2015 the landlord served

the tenant with a notice to end tenancy for non-payment of rent by attaching it to the tenant's door stating that on December 15, 2014 the tenant owed \$2700.00. I have not been presented with evidence the tenant still resided in the unit beyond the following rental period.

### **Analysis**

Based on the undisputed testimony and other evidence before me 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 has not applied for Dispute Resolution to dispute the notice and has since vacated.

I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee. The applicable security deposit and any interest will be off-set.

#### *Calculation for Monetary Order*

Rental Arrears – October 15 – December 15, 2014	\$2700.00
Filing fee	50.00
<i>Less applicable security deposit and applicable interest</i>	<i>-414.18</i>
<b>Total monetary award</b>	<b>\$2335.82</b>

### **Conclusion**

**I Order** that the landlord retain the deposit and any applicable interest in the total of \$414.18 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$2335.82**. 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: February 03, 2015

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Residential Tenancy Branch

