



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Country Cupboards Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR; MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent; to retain the security deposit and pet damage deposit in satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents and copies of his documentary evidence were mailed to the Tenant, via registered mail, to the forwarding address the Tenant gave to the Landlord, in writing. The Landlord provided a copy of the registered mail receipt and tracking number in evidence. A search of the Canada Post tracking system indicates that the Tenant signed for the registered documents on August 20, 2014.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served by registered mail. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence. The teleconference remained open for 13 minutes.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord's agent gave the following testimony and evidence:

Monthly rent was \$800.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$400.00 and a pet damage in the amount of \$400.00 on December 31, 2013.

The Tenant did not pay rent when it was due on August 1, 2014. The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent, and served the Tenant with the Notice, on August 2, 2014, by posting the Notice to the Tenant's door. At some point between

August 12 and 14, 2014, the Tenant moved out of the rental unit. He has not paid the outstanding rent.

Analysis

Based on the undisputed testimony of the Landlord's agent and the documentary evidence provided, I find that the Landlord has established a monetary award for unpaid rent in the total amount of \$800.00.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit and pet damage deposit in satisfaction of the Landlord's monetary award.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent	\$800.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$850.00
Less security deposit and pet damage deposit	<u>- \$800.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$50.00

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of \$50.00 for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: March 03, 2015

Residential Tenancy Branch

