



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mason Investments Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MNDC, MNR, MNSD

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by having a witness present when personally serving the tenant on August 20, 2014, the tenant did not participate in the conference call hearing. The landlord gave affirmed evidence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The landlord's testimony is as follows. The tenancy began on December 1, 2006 and ended on July 31, 2014. The tenants were obligated to pay \$1335.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$522.50 security deposit.

I address the landlord's claims and my findings around each as follows.

The landlord is seeking \$2720.00 in unpaid rent and \$50.00 for late fees as per their tenancy agreement. The landlord stated that the tenant fell behind in his rent in June 2014. The landlord stated that he allowed the tenant some time to catch up but to no avail. The landlord stated that he issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on June 7, 2014 and a second one on July 2, 2014. The landlord stated that he had a signed tenancy agreement and the notices in his possession.

The landlord did not submit the documentary evidence for this hearing that he was relying on. The landlord was unable to satisfy me of the claims as stated due to the lack of supporting documentation. Based on the above, I dismiss the landlords' application in its entirety.

Conclusion

The landlords' application is dismissed in its entirety.

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 11, 2015

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Residential Tenancy Branch

