



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for a monetary order for unpaid rent or utilities, and to recover the filing fee from the tenant for the cost of the application.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on August 25, 2014, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord. The landlord testified that the documents were served on that date and in that manner and has provided a copy of a Canada Post cash register receipt bearing that date as well as a Canada Post Registered Domestic Customer Receipt and an envelope showing that the item was returned and is marked "Unclaimed," and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and the testimony of the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the landlord established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord testified that this month-to-month tenancy began on February 1, 2014 and the tenant moved out in June, 2014. No written tenancy agreement exists, however rent in the amount of \$800.00 per month was payable in advance on the 1st day of each month. The landlord had also agreed to accept \$600.00 per month for the first 2

months of the tenancy as an incentive and to help the tenant out with moving expenses. The parties also agreed to a security deposit in the amount of \$400.00, however the tenant did not pay any portion of it.

The landlord further testified that the tenant failed to pay rent in full for the month of March, 2014, leaving a balance outstanding of \$100.00. The tenant further failed to pay any rent for April. On May 7, 2014 the tenant paid \$450.00 and another \$700.00 on May 20, 2014. The tenant was given a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities around the beginning of June, 2014 and the tenant moved out shortly thereafter. The landlord claims \$1,350.00 as against the tenant for rental arrears to the end of June, 2014.

The tenant moved out of the rental unit around the 10th of June, 2014 and the landlord had to clean it. The rental unit did not re-rent until July, 2014 and was not re-rentable due to poor housekeeping of the tenant. The landlord advertised in 3 newspapers that circulate in the area of the rental unit, however copies of advertisements have not been provided.

The tenant has not provided the landlord with a forwarding address, and the landlord followed the tenant to the new residence to find an address to serve notice of this hearing.

The landlord was given the opportunity to provide a copy of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by facsimile after the hearing concluded. A copy has been received and it is dated June 1, 2014 and contains an expected date of vacancy of June 13, 2014 for unpaid rent in the amount of \$1,350.00 that was due on June 1, 2014.

Analysis

In the circumstances, I am satisfied that the landlord has established a claim in the amount of \$1,350.00 for unpaid rent to the end of June, 2014. The landlord gave oral testimony that the tenant moved out shortly after being served with the notice, and I grant the landlord a monetary order in the amount of \$1,350.00.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,400.00.

This order is final and binding and may be enforced.

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 24, 2015

Residential Tenancy Branch

