



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Willow Point Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent.

At the outset of the hearing the landlord stated that the tenant vacated the rental unit without notice by March 31, 2015. I therefore dismissed the portion of the landlord's application regarding an order of possession. The landlord also withdrew the portion of their monetary claim seeking lost revenue for April 2015, and I dismiss that portion of their application with leave to reapply.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on March 6, 2015. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on March 11, 2015, and I proceeded with the hearing in the absence of the tenant.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on May 1, 2014. Rent in the amount of \$600 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 \$300; however, the security deposit was applied toward a debt of the tenant during the tenancy.

The tenant did not pay \$200 of the rent for January 2015 and she paid no rent for February 2015. On February 2, 2015 the landlord served the tenant with a notice to end tenancy for unpaid rent. The tenant further failed to pay rent for March 2015, and she vacated the rental unit without notice as of March 31, 2015.

In support of their claim, the landlord submitted evidence including the following:

- a copy of the residential tenancy agreement, signed by the tenant and the landlord on April 30, 2014, indicating a monthly rent of \$600 due on the first of each month;
- a copy of the notice to end tenancy for unpaid rent dated February 2, 2015, indicating an effective date of February 13, 2015;
- a proof of service of notice to end tenancy document, confirming that the tenant was personally served with the notice on February 2, 2015;
- testimony that the tenant vacated the rental unit as of March 31, 2015; and
- a copy of the Landlord's Application for Dispute Resolution, filed March 6, 2015.

### Analysis

I find that the landlord has established their claim for \$1400 in unpaid rent and lost revenue. The evidence noted above shows that rent was \$600 per month; the tenant failed to pay \$200 of the rent for January 2015 or any rent for February or March 2015; the tenant was served with the notice to end tenancy for unpaid rent and failed to make any payment; and the tenant vacated the unit without notice as of March 31, 2015. I find that the tenancy ended on February 13, 2015, the effective date of the notice, and the tenant over-held until approximately March 31, 2015.

As the landlord's application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

### Conclusion

I grant the landlord an order under section 67 for the balance due of \$1450. This order may be filed in the Small Claims Court 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: April 23, 2015

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Residential Tenancy Branch

