



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR OPR MNSD FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46, and 55;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

### **SERVICE:**

The tenant did not attend. The landlord gave sworn testimony that they served the Notice to End Tenancy in person and the Application for Dispute Resolution by registered mail. It was verified online that delivery of the mail was attempted on February 18, 2015 and after several notices, it was unclaimed and returned to the landlord on March 11, 2015. I find that the tenant is deemed to be served with the documents according to sections 88 and 89 of the Act.

### **Issue(s) to be Decided:**

The tenant was issued a Notice to End Tenancy dated December 5, 2014 for unpaid rent of \$1400. The landlord states the tenant vacated on February 15, 2015 so they no longer require an Order of Possession. The remaining issue is if the landlord is entitled to a Monetary Order for rental arrears and filing fee?

### **Background and Evidence:**

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced in October 2014 when the tenant took over it from her mother, a security deposit of \$500 was paid in January 2014 and rent is currently \$1000 a month. The landlord claims rent and rental loss of \$3400 representing \$400 owed from November and \$1000 owed for each of December 2014 and January and February 2015.

The landlord said there were damages totalling \$4431.96 also but they had not claimed this on the Application as they thought estimates were not sufficient evidence.

The tenant did not submit any dispute to the amount owing and did not dispute the Notice to End Tenancy.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis**

The landlord no longer requires an Order of Possession as the tenant vacated.

**Monetary Order**

I find that there are rental arrears in the amount of \$3400 representing rental arrears from November 2014 to February 2015. I find the landlord is entitled to retain the security deposit to offset the amount owing.

**Conclusion:**

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application. I give the landlord leave to reapply for further amounts owed to compensate for damages.

**Calculation of Monetary Award:**

Rental arrears and loss	3400.00
Filing fee	50.00
Less security deposit(no interest 2014-15)	-500.00
Total Monetary Order to Landlord	2950.00

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 02, 2015

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Residential Tenancy Branch

