



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD FF

Preliminary Issues

Upon review of the Landlord's application I noted that the Tenant's first name had been spelled differently on the 10 Day Notice and the application for Dispute Resolution than it was on the tenancy agreement and notice of hearing documents. The Landlord clarified that he had made a clerical error when writing the Tenant's first name and that he knew the correct spelling as submitted in his oral testimony.

Based on the submissions of the Landlord, and considering that the correct spelling of the Tenant's middle and last names were listed on the application, I concluded that the Tenant knew or ought to have known that he was the respondent to the Landlord's application. Therefore, I amended the spelling of the Tenant's first name in the style of cause of this Decision, pursuant to section 64(3)(c) of the Act.

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Landlord on October 1, 2014, seeking to obtain a Monetary Order for: unpaid rent or utilities; to keep all or part of the pet and or security deposit; and to recover the cost of the filing fee from the Tenant for this application.

The hearing was conducted via teleconference and was attended by the Landlord who gave affirmed testimony. No one was in attendance on behalf of the Tenant.

The Landlord provided documentary evidence that the Tenant was served notice of this application and this hearing by registered mail on October 3, 2014. Canada Post receipts were provided in the Landlord's evidence. Based on the submissions of the Landlord I find the Tenant was deemed served notice of this proceeding on October 8, 2014, in accordance with section 90 of the Act; and I proceeded in the Tenant's absence.

Issue(s) to be Decided

Has the Landlord proven entitlement to a Monetary Order?

Background and Evidence

The Landlord submitted evidence that the Tenant entered into a written month to month tenancy agreement that began on January 1, 2013. Rent of \$850.00 was due on or before the first of each month and on January 1, 2013 the Tenant paid \$425.00 as the security deposit.

The Landlord testified that when the Tenant failed to pay their July 1, 2014 rent the Landlord attempted to collect the rent money that was owed. The Landlord said that the Tenant began to enter and exit the rental unit by a back window to try and escape the Landlord's request for money.

The Landlord submitted that the Tenant vacated the property sometime in August 2014, without paying July or August 2014 rents, so the Landlord mailed the 10 Day Notice to the Tenant's forwarding address on September 17, 2014 to try and collect the money owed. The Landlord now seeks \$1,700.00 for the unpaid rent.

Analysis

Section 7 of the Act provides as follows in respect to claims for monetary losses made herein:

7. Liability for not complying with this Act or a tenancy agreement

- 7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.
- 7(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

The Landlord claimed unpaid rent of \$1,700.00 which had accumulated since July 1, 2014. Section 26 of the Act stipulates that a tenant must pay rent in accordance with the tenancy agreement.

Based on the above, in the absence of any evidence from the Tenant who did not appear despite being properly served with notice of this proceeding, I accept the undisputed version of events as discussed by the Landlord and corroborated by their evidence and I grant the Landlord's claim for unpaid July and August 2014 rent of **\$1,700.00.**

The Landlord has succeeded with their application; therefore, I award recovery of the **\$50.00** filing fee, pursuant to section 72(1) of the Act.

Monetary Order – I find that the Landlord is entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant's security deposit plus interest as follows:

Unpaid Rent	\$1,700.00
Filing Fee	<u>50.00</u>
SUBTOTAL	\$1,750.00
LESS: Security Deposit \$425.00 + Interest 0.00	<u>-425.00</u>
Offset amount due to the Landlord	<u>\$1,325.00</u>

Conclusion

The Landlord has been awarded a Monetary Order for **\$1,325.00**. This Order is legally binding and must be served upon the Tenant. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia 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: May 05, 2015

Residential Tenancy Branch

