



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes: MNR, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / in addition to recovery of the filing fee. The landlord's agent (the "landlord") attended and gave affirmed testimony.

The landlord testified that the application for dispute resolution and the notice of hearing (the "hearing package") was served on each of the 2 tenants by way of registered mail. Evidence submitted includes the Canada Post tracking numbers for the registered mail. The Canada Post website informs that the items were "unclaimed by recipient" and that they were subsequently returned to the sender / landlord. Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenants have been duly served in compliance with sections 89 and 90 of the Act which speak, respectively, to **Special rules for certain documents** and **When documents are considered to have been received**.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement the tenancy began February 09, 2009. Monthly rent was due and payable on the first day of each month. When tenancy ended, the monthly rent was \$1,042.00. A security deposit of \$477.50 was collected on January 28, 2009.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated June 05, 2014. The notice was served by way of posting to the unit door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when

the tenants must vacate the unit is June 15, 2014. The amount of rent shown as outstanding on the notice is **\$1,043.00**, which is comprised of \$1.00 for May 2014 and \$1,042.00 for June 2014. Thereafter, the tenants made no further payment toward rent, and they vacated the unit on or about June 24, 2014.

A move-out condition inspection report was completed with the participation of both parties. The tenants provided a forwarding address on the report, and consented to the landlord's withholding of the security deposit to be applied against unpaid rent. The landlord calculated a pro-rated amount of rent due for June of \$833.00, for the period from June 01 to 24, 2014. Unpaid rent of \$1.00 for May was added to this amount, leading to a total owed of \$834.00. The total unpaid rent was reduced by the amount of the security deposit to yield a net amount owed of **\$356.50** (\$834.00 - \$477.50).

### Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established entitlement to unpaid rent in the total amount of **\$356.50**. The detailed calculation of this amount is set out above.

As the landlord has succeeded with the principal aspect of this application, I find that the landlord has also established entitlement to recovery of the **\$50.00** filing fee.

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$406.50** (\$356.50 + \$50.00).

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: May 05, 2015

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Residential Tenancy Branch

