



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rockwell Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / retention of the security deposit and pet damage deposit / and recovery of the filing fee. The landlord's agent (the "landlord") attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that on April 02, 2015 the application for dispute resolution and the notice of hearing (the "hearing package") was personally served on the tenant. Based on the affirmed / undisputed testimony of the landlord, I find that the tenant has been served in accordance 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**.

The landlord testified that the tenant later vacated the unit towards the end of April 2015, and that new renters were found effective from May 01, 2015. Accordingly, I consider the landlord's application for an order of possession to be withdrawn.

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 fixed term of tenancy was from December 01, 2014 to December 31, 2015. Monthly rent of \$1,225.00 was due and payable in advance on the first day of each month. A security deposit of \$612.50 and a pet damage deposit of \$612.50 were collected.

Arising from rent which was unpaid when due on March 01, 2015, the landlord issued a 10 day notice to end tenancy for unpaid rent dated March 06, 2015. The notice was served by way of posting on the unit door on that same date. Subsequently, the tenant made no further payment toward rent and he vacated the unit without providing a forwarding address towards the end of April 2015. New renters were found for the unit effective from May 01, 2015.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated March 06, 2015. Thereafter, the tenant made no further rental payment before vacating the unit towards the end of April 2015. Following from all the foregoing, as to compensation I find that the landlord has established a claim of **\$2,500.00**:

\$1,225.00: *unpaid rent for March*; **\$1,225.00**: *unpaid rent for April*; **\$50.00**: *filing fee*

I order that the landlord retain the security deposit and the pet damage deposit in the combined total amount of **\$1,225.00** (\$612.50 + \$612.50), and I grant the landlord a **monetary order** for the balance owed of **\$1,275.00** (\$2,500.00 - \$1,225.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,275.00**. This order may be served on the tenant, 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: May 13, 2015

Residential Tenancy Branch

