



# Dispute Resolution Services

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## Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding Woodsmere Holding Corp  
and [tenant name suppressed to protect privacy]

### **DECISION**

#### Dispute Codes:

**MNDC, MNSD, FF**

#### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on May 19, 2015 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail. The mail was sent to the rental unit address. A Canada Post tracking number and receipt was provided as evidence of service.

The tenant had vacated the rental unit by May 13, 2015.

The landlord was asked to check the Canada Post tracking information in order to establish delivery of the mail, as the tenant no longer lived at the address. The landlord did not have a computer available during the hearing and was given the opportunity to submit that information after the hearing. The landlord did make the evidence submission which showed the tenant accepted the registered mail, by signing, on May 22, 2015.

Therefore, I find that the hearing documents and evidence have been served on May 22, 2015; the date the tenant accepted delivery.

The Tenant did not appear at the hearing.

#### Preliminary Matters

The landlord withdrew the request for an Order of possession as they now have possession of the unit.

#### Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$1,216.00 for unpaid May 2015 rent?

Is the landlord entitled to retain the security deposit in the sum of \$575.00?

#### Background and Evidence

The tenancy commenced on April 1, 2012. Rent at the end of the tenancy was \$1,216.00, due on the first day of each month. A security deposit in the sum of \$575.00 was paid. A copy of the tenancy agreement was supplied as evidence.

On May 4, 2015 the landlord issued a 10 day Notice to end tenancy for unpaid rent due May 1, 2015. The Notice had an effective date of May 14, 2015. The tenant vacated on May 13, 2015.

The tenant did not pay May 2015 rent in the sum of \$1,216.00 and the landlord has made a claim in that sum.

#### Analysis

In the absence of evidence to the contrary, I find that the tenant has not paid rent in the amount of \$1,216.00 due May 1, 2015 and that the landlord is entitled to compensation in that sum. As the tenant vacated at a point in the month that inhibited the landlords' ability to locate new tenants for the balance of May 2015 I find the landlord is entitled to the total sum of May rent due.

As the landlord's application has merit I find that the landlord is entitled to recover the \$50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$575.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$691.00. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

#### Conclusion

The landlord is entitled to compensation for unpaid May 2015 rent.

The landlord is entitled to retain the security deposit.

The landlord is entitled to filing fee costs.

This decision is final and binding and 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: June 30, 2015

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Residential Tenancy Branch

