



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent or utilities / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord's agent(s) (the "landlord") attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that the application for dispute resolution and notice of hearing was served by registered mail. Evidence submitted includes the Canada Post tracking number for the registered mail. Based on the documentary evidence and 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**. As the landlord testified that the tenant vacated the unit in early May 2014, I find that the application for an order of possession has been withdrawn.

Issue(s) to be Decided

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

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on January 01, 2014. Monthly rent of \$950.00 is due and payable in advance on the first day of each month, and a security deposit of \$475.00 was collected. A move-in condition inspection report was completed with the participation of both parties. The landlord issued a 10 day notice to end tenancy for unpaid rent or utilities dated April 07, 2015. The notice was served by posting to the unit door on April 10, 2015. A copy of the notice was submitted in evidence. Subsequently, the tenant made no further payment toward rent or utilities,

and she vacated the unit in early May 2015. The tenant left no forwarding address. The landlord found a unit requiring cleaning and repairs, and a move-out condition inspection report was completed in the tenant's absence.

Analysis

Based on the documentary evidence and affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent or utilities dated April 07, 2015. The tenant made no further payment toward either rent or utilities before vacating the unit in early May 2015. As to compensation, I find that the landlord has established a claim of **\$1,452.31**:

\$216.88: *unpaid rent for April 2015*; **\$25.00**: *fee assessed for late payment of rent*; **\$475.00**: *loss of rental income from May 01 to 15, 2015*; **\$494.38**: *unpaid hydro from August 14, 2014 to February 12, 2015*; **\$191.05**: *unpaid hydro from February 13 to April 15, 2015*; **\$50.00**: *filing fee*

I order that the landlord retain the security deposit of **\$475.00**, and I grant the landlord a **monetary order** for the balance owed of **\$977.31** (\$1,452.31 - \$475.00). At such time as actual costs are known, the landlord is granted leave to reapply for costs associated with cleaning and repairs to the unit, in addition to utilities.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$977.31**. 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: June 08, 2015

Residential Tenancy Branch

