



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) *amended in the hearing* for Orders as follows:

1. A Monetary Order for unpaid rent / loss of revenue - Section 67;
2. An Order to retain the security deposit - Section 38
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided proof of registered mail service sent on April 20, 2015, inclusive of the tracking number for the mail.

On May 20, 2015 the landlord provided *late* evidence reflecting an amendment to their original claim which they sent to the tenant on May 21, 2015 to the forwarding address provided by the tenant – deemed by Section 90 of the Act to have been received 5 days later, May 26, 2015. Effectively, the amendment portion of their claim was not permitted into evidence as all evidence from the applicant is required to be provided to all parties 14 days before the hearing. The landlord was advised it is available to them to file a new application respecting their amended claim for *carpet cleaning and lock re-keying*. All claims of arrears of rent / loss of revenue have been considered as they comprise the landlord's original claim on application. The landlord was further apprised that their claim for mailing costs and their travel are not compensable claims.

The landlord was given opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on July 01, 2014. The tenancy agreement reflects the rent in the amount of \$750.00 - payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$375.00, which the landlord retains in trust. The tenant failed to pay all rent owed in the month of March and April 2015 and on April 09, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent, claiming the tenant owed arrears of \$200.00, by posting the Notice to End to their door. The tenant since satisfied the arrears, but then failed to pay rent when due in/for the month of May 2015. The landlord provided the tenant vacated the rental unit on May 09, 2015 without notice.

Analysis

Based on the landlord's undisputed evidence I find that the tenant vacated May 09, 2015 and did not pay the rent for May 2015. As a result, I find that the landlord has established a monetary claim for unpaid rent in the amount of \$750.00. The landlord is also entitled to recovery of the \$50.00 filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid rent / loss of revenue for May 2015	\$750.00
Filing fees for the cost of this application	50.00
Less Security Deposit	-375.00
Total Monetary Award	\$425.00

Conclusion

I Order that the landlord retain the security deposit of \$375.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$425.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 02, 2015

Residential Tenancy Branch