



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CYPRESS WEST/FIVE MILE HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, parking fees and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her monetary claim.

The notice of hearing was served on the tenant on June 01, 2015 by registered mail to the rental unit. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

The landlord informed me that she had attended a prior hearing to address the tenant's application to cancel a notice to end tenancy for nonpayment of rent. The tenant did not attend that hearing and the Arbitrator granted the landlord an order of possession. The tenant moved out on June 15, 2015. Since the landlord was granted an order of possession and since the tenant has moved out, the landlord withdrew her application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim.

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover unpaid rent, parking fees and to retain the security deposit?

### **Background and Evidence**

The tenancy started on September 01, 2014. The rent was \$1,475.00 due in advance on the first of each month. Prior to moving in, the tenant paid a security deposit of \$737.50.

The landlord testified that the tenant failed to pay rent and parking fees for April 2015. On April 20, 2015, the landlord served the tenant with a ten day notice to end tenancy for unpaid rent. The tenant disputed the notice and continued to occupy the rental unit without paying rent until he moved out on June 15, 2015.

As of the date of this hearing, the tenant owes rent (\$4,425.00) and parking fees (\$100.00) for the months of April, May and June, for a total amount of \$4,525.00.

### **Analysis**

Based on the undisputed sworn testimony of the landlord and in the absence of evidence to the contrary, I accept the landlord's testimony in respect of his claim. I find that the tenant owes rent and parking fees in the amount of \$4,525.00.

I order that the landlord retain the security deposit of \$737.50 plus accrued interest of \$0.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$3,787.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order for **\$3,787.50**.

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: July 17, 2015

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Residential Tenancy Branch

