



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Estates Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Tenant's application: CNR, FF
Landlord's application: MNR, MNSD, MNCD, OPR, FF

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The tenant applied to cancel a 10 day Notice to End Tenancy for unpaid rent. The landlord applied for an order for possession, a monetary order for unpaid rent and for an order to retain the security deposit. The hearing was conducted by conference call. The landlord's representatives called in and participated in the hearing. The tenant did not attend, although this was the hearing of his application and although he was served with the landlord's application and Notice of Hearing sent by registered mail on June 26, 2015 and received by the tenant on June 29, 2015.

After the applications were filed, the tenant moved out of the rental unit on June 30, 2015. Because the tenancy has ended and because the tenant did not attend the hearing his application to cancel the Notice to End Tenancy is dismissed without leave to reapply. The landlord no longer requires an order for possession and that portion of the landlord's application is also dismissed.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and if so, in what amount?
Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

The rental unit is an apartment in Burnaby. The tenancy began April 1, 2012. The tenant paid a security deposit of \$815.00 at the start of the tenancy. The monthly rent as of March 1, 2015 is the sum of \$1,670.00.

The tenant failed to pay the full amount of rent for June, 2015 and she was served with a 10 day Notice to End Tenancy dated June 8, 2015. The Notice was posted to the door of the rental unit on June 8th. The Notice claimed that the tenant failed to pay rent in the amount of \$505.00 that was due on June 1, 2015. The tenant applied to dispute

the Notice to End Tenancy on June 16, 2015. She acknowledged in her application that she received the Notice on June 8th. The tenant disputed the amount stated in the Notice to End Tenancy but she did not submit any documentary evidence to support her position that the rent was paid. She moved out of the rental unit on June 30, 2015 without providing a forwarding address. The landlord's representative testified at the hearing that the tenant damaged the rental unit and the landlord has incurred costs for cleaning and repairs that are not included in the landlord's application filed before the tenancy ended.

The landlord provided copies of the tenant ledger showing that the a partial payment of rent was made for June, leaving the sum of \$505.00 unpaid. The landlord has claimed payment of the said sum plus a \$25.00 late fee and the filing fee for this application, for a total of \$580.00.

Analysis

On the evidence presented I find that the landlord is entitled to a monetary award of \$505.00 plus a \$25.00 late fee as provided by the tenancy agreement. The landlord is entitled to recover the \$50.00 filing fee, for a total award of \$580.00. I order that the landlord retain the said sum from the \$815.00 security deposit that it holds, leaving a security deposit balance of \$235.00 that will continue to be held by the landlord in accordance with the provisions of the *Residential Tenancy Act*. The landlord is at liberty to apply for a further monetary award for the cost of repairs and cleaning.

Conclusion

The landlord's application has been granted and the landlord has been awarded the sum of \$580.00 to be retained from the security deposit.

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: August 13, 2015

Residential Tenancy Branch

