



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF MNR MNSD OPC OPR

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not appear although she was personally served with the Application for Dispute Resolution and Notice of Hearing on August 13, 2015.

At the outset of the hearing the landlord advised that the tenant had already vacated the rental unit and that an order of possession was no longer needed.

### Issues

Is the landlord entitled to the requested orders?

### Background and Evidence

This tenancy began on September 1, 2014 and ended on August 31, 2015 when the tenant vacated the rental unit. The rent was \$1000.00 due in advance on the first day of each month. The tenant paid a security deposit of \$500.00 at the start of the tenancy. The tenant did not pay rent for August when it was due. On August 1, 2015 the landlord served the tenant with a Notice to End Tenancy for non-payment of rent. The tenant did not pay the rent for August, did not dispute the Notice and then moved out on August 31, 2015.

The landlord claims that in addition to not paying the rent for August, the tenant did some damage to the rental unit. The landlord then filed an Amended Application for Dispute Resolution but was unable to serve the Amendment on the tenant because she did not have a forwarding address for the tenant.

### Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. As the tenant has already moved out, an order of possession is not necessary but the landlord remains entitled to a monetary order for the unpaid rent for August.

As for the landlord's claim for alleged damage to the unit, I advised the landlord at the hearing that due to the fact that the tenant was not served with the amended application, this portion of her claim would have to be dismissed with leave to reapply. I explained to the landlord that if she did not have an address for the tenant then an order for substituted service might be required.

### Conclusion

I find that the landlord has established a total monetary claim of \$1000.00 for the outstanding rent for August. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1050.00. I order that the landlord retain the deposit and interest (\$0.00) of \$500.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$550.00. This order may be 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: October 14, 2015

---

Residential Tenancy Branch

