



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN PROPERTIES SEASIDE PLAZA
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

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

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been personally served with the application for dispute resolution and notice of hearing on September 12, 2015 and additionally with the landlord's amended application on October 18, 2015 - in accordance with Section 89 of the *Residential Tenancy Act* (the Act) the tenant did not participate in the conference call hearing. The landlord was given full opportunity to be heard, to present evidence and to make submissions. The landlord advised at the outset of the tenancy that the tenant vacated October 23, 2015 and an order of possession is not necessary.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on August 01, 2012. Rent in the amount of \$2200.00 is 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 \$1100.00 which they retain in trust. The tenant failed to pay rent in the month of September 2015 and on September 02, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it to their door. The tenant did not pay the rent and the

tenant further failed to pay rent in the month of October 2015. The landlord's monetary claim is solely for the unpaid rent and to recover the filing fee.

Analysis

Based on the testimony and document evidence before me I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice. I find the landlord has established a monetary claim for the unpaid rent. The landlord is also entitled to recovery of the filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid rent for September and October 2015	\$4400.00
Filing fee	50.00
<i>Less applicable security deposit and applicable interest</i>	<i>-1100.00</i>
Total monetary award to landlord	\$3350.00

Conclusion

I Order that the landlord retain the deposit in the total of \$1100.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$3350.00**. 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: November 17, 2015

Residential Tenancy Branch

