



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord testified each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on June 15, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on June 14, 2012 for a month to month tenancy for a monthly rent of \$1,010.00 due on the 1st of each month with a security deposit of \$505.00 paid. The landlord also submitted copies of notices of rent increases that confirm the rent at the end of the tenancy was \$1,042.00 per month.

The landlord also submitted a copy of a 10 Day Notice to End Tenancy for Unpaid Rent that had been issued on December 12, 2014 with an effective vacancy date of December 25, 2014 due to \$1,014.00 in unpaid rent for December 2014.

The landlord confirmed the tenant moved out of the rental unit in accordance with the Notice but did not at any time pay the rent owed.

Analysis

Based on the landlord's undisputed testimony I accept the tenant failed to pay rent in the amount claimed for the month of December 2014, pursuant to the tenancy agreement signed by both parties.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1064.00** comprised of \$1,014.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$505.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$559.00**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: November 18, 2015

Residential Tenancy Branch

