



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNSD, MND, FF

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, cost of repairs, mailing and photocopying and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his monetary claim.

The notice of hearing was served on the tenant on September 03, 2015 by registered mail. The landlord provided a tracking number. 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 testified that the tenant moved out on September 17, 2015. Since the tenant has moved out, the landlord withdrew his application for an order of possession. The landlord also withdrew his application to retain the security deposit and his claim for the cost of repairs, with a request to make application at a later date. Therefore, the portion of the landlord's application to retain the security deposit towards repairs is dismissed with leave to reapply. Accordingly, this hearing only dealt with the landlord's monetary claim for unpaid rent, cost of mailing/copying and the filing fee.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent, cost of mailing/copying and the filing fee?

Background and Evidence

The tenancy started on June 01, 2015 for a fixed term of six months. The monthly rent was \$1,100.00 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit of \$500.00.

The landlord testified that the tenant failed to pay rent for September 2015. On September 02, 2015, the landlord served the tenant with a ten day notice to end tenancy. The tenant did not dispute the notice but paid \$500.00 towards rent for September. The tenant moved out on September 17, 2015

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 the balance of rent for September 2015 in the amount of \$600.00. The landlord has proven his case and is therefore also entitled to the recovery of the filing fee in the amount of \$50.00.

The legislation does not permit me to award any litigation related costs other than the filing fee. Therefore the landlord's claim for the cost of mailing and photocopying is dismissed.

The landlord has established a total claim of \$650.00 I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. 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 **\$650.00**.

The landlord has leave to reapply to retain the security deposit and to make a claim for the cost of repairs at a later date. Leave to reapply is not an extension of any applicable limitation period.

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 10, 2015

Residential Tenancy Branch

