



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent or utilities / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord's agent (the "landlord") attended and gave affirmed testimony.

The landlord testified that the application for dispute resolution and the notice of hearing (the "hearing package") was served by way of registered mail. Evidence submitted includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "delivered" on July 22, 2015. Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant has been duly served in accordance with section 89 of the Act which addresses **Special rules for certain documents**.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the fixed term of tenancy is from November 01, 2014 to October 31, 2015. Monthly rent of \$3,200.00 is due and payable in advance on the first day of each month, and a security deposit of \$1,600.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

Arising from rent which was unpaid when due on June 01, 2015, pursuant to section 46 of the Act which addresses **Landlord's notice: non-payment of rent**, the landlord issued a 10 day notice to end tenancy dated June 10, 2015. The notice was personally served the day before, on June 09, 2015. A copy of the notice was submitted in

evidence. The date shown on the notice by when the tenant must vacate the unit is June 20, 2015. Subsequently, the tenant made no further payment toward rent, did not file an application to dispute the notice, and vacated the unit on June 30, 2015. A move-out condition inspection report was completed with the participation of both parties on that same date, and the tenant provided her forwarding address on the report. The landlord's application for dispute resolution was filed on July 13, 2015.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated June 10, 2015. The tenant made neither made any further payment toward rent, nor applied to dispute the notice. Thereafter, she vacated the unit on June 30, 2015. As to compensation, I find that the landlord has established a claim of **\$3,300.00**:

\$3,200.00: *unpaid rent for June 2015*
\$25.00: *NSF fee*
\$25.00 *fee for late payment of rent*
\$50.00: *filing fee*

I order that the landlord retain the security deposit of **\$1,600.00**, and I grant the landlord a **monetary order** for the balance owed of **\$1,700.00** (\$3,300.00 - \$1,600.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,700.00**. Should it be necessary, this order may be served on the tenant, 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: January 05, 2016

Residential Tenancy Branch

