



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, FF
CNR

Introduction

This hearing was convened in response to cross applications by the parties. The landlord filed 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 recover the filing fee for this application - Section 72.

And, the tenant filed to cancel the landlord's Notice to End for Unpaid Rent.

I accept the landlord's evidence that despite the tenant having been personally served with the application for dispute resolution and notice of hearing in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing to defend their application or counter the landlord's.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

The landlord testified the tenant vacated December 15, 2015. They were permitted to amend their application solely seeking a monetary order.

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 ended December 15, 2015. The payable monthly rent was \$550.00. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$275.00 which they retain in trust. The tenant failed to pay rent in the month of November 2015 and on November 05, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent stating the tenant owed rent of \$550.00.

The tenant further failed to pay rent in the month of December 2015. The quantum of the landlord's monetary claim is for the unpaid rent.

Analysis

The **tenant's** application **is dismissed**, without leave to reapply.

Based on the landlord's evidence 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 since vacated.

I find that the **landlord** has established a monetary claim for unpaid rent to the date the tenant vacated. The landlord is also entitled to recovery of the \$50.00 filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Rental arrears for November 2015	\$550.00
Rental arrears for December 2015	\$275.00
Filing Fees for the cost of this application	50.00
<i>Less Security Deposit</i>	<i>-275.00</i>
Total Monetary Award	\$600.00

Conclusion

I Order that the landlord retain the deposit of \$275.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$600.00**. 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: January 11, 2016

Residential Tenancy Branch

