



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPR, MNR, MNSD, MNDC, 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 and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the monetary claim.

The notice of hearing was served on the tenant on December 24, 2015 by registered mail to the dispute rental address. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord's agent attended the hearing and was given full opportunity to present evidence and make submissions.

The landlord testified that the tenant moved out on January 04, 2016. Since the tenant has moved out, the landlord withdrew her application for an order of possession. The landlord also withdrew her application to retain the security deposit because she had made application to retain it in error. The landlord further amended the amount of her monetary claim, decreasing it in the amount of rent for half of January 2016 plus loss of income for February 2016.

Accordingly, this hearing only dealt with the landlord's monetary claim for unpaid rent and the filing fee.

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee?

### **Background and Evidence**

The tenancy started on September 01, 2015. The monthly rent was \$1,425.00 due in advance on the first of each month.

The landlord testified that the tenant failed to pay full rent for December 2015 and owed the landlord \$1,350.00. On December 11, 2015, the landlord served the tenant with a ten day notice to end tenancy. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent.

The tenant moved out on January 04, 2016. At the time of the hearing the landlord stated that her claim against the tenant was for rent for December (\$1,350.00) plus rent for January 2016 (\$712.50) for a total amount of \$2,062.50.

### **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 rent in the amount of \$2,062.50. The landlord has proven her case and is therefore also entitled to the recovery of the filing fee in the amount of \$50.00.

The landlord has established a total claim of \$2,112.50. 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 **\$2,112.50**.

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: February 10, 2016

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Residential Tenancy Branch

