



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR OPR MNSD MNDC FF

Introduction:

Only the landlord attended the hearing although both parties had filed Applications. The landlord gave sworn testimony that they personally served the Notice to End Tenancy dated December 6, 2015 to be effective December 16, 2015 and their Application for Dispute Resolution. They said they received the tenant's Application for this hearing date by registered mail. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

The landlord said the tenants vacated on February 1, 2016 so an Order of Possession is no longer required. They request pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- b) An Order to retain the security deposit pursuant to Section 38; and
- c) An order to recover the filing fee pursuant to Section 72.

The tenants requested to cancel a Notice to End Tenancy for unpaid rent on their Application.

Issue(s) to be Decided:

The tenant vacated the unit on February 1, 2016. The remaining issue is whether rent is owed and the amount and if the landlord is entitled to recover filing fees also?

Background and Evidence:

Only the landlord attended the hearing and was given opportunity to be heard, to present evidence and to make submissions. The evidence is that the tenancy commenced July 15, 2015, that rent is \$2000 a month inclusive and a security deposit of \$1000 and a pet damage deposit of \$300 were paid. The tenant did not dispute that they owe rent. In evidence is a receipt signed by the tenant dated January 17, 2016 acknowledging that they owe \$5,620 as of that date. The landlord claims this amount plus one day further rental loss for February 1, 2016 which is \$68.96 (2000/29 days x 1 day). They also request recovery of the \$100 filing fee.

The tenant submitted no documents to support their application or in dispute. In evidence is the Notice to End Tenancy for unpaid rent, emails, and the tenancy agreement. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order:

The onus is on the applicant to prove on a balance of probabilities their claim. I find the landlord has satisfied the onus of proving the tenant has unpaid rent of \$5620 plus \$68.96. The tenants' signed acknowledgment and other documents support the landlord's testimony. I find the landlord entitled to a monetary order for \$5688.96 for rent arrears and loss and to recover their \$100 filing fee.

I dismiss the tenant's Application in its entirety without leave to reapply.

Conclusion:

I dismiss the application of the tenant in its entirety without leave to reapply and I find he is not entitled to recover filing fees for his application.

I find the landlord entitled to a Monetary Order as calculated below, to recover the filing fee and to retain the security and pet deposits to offset the amount owing.

Calculation of Monetary Award:

Rent arrears and loss	5688.96
Filing fee	100.00
Less security and pet damage deposits	-1300.00
Total Monetary Order to Landlord	4488.96

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 04, 2016

Residential Tenancy Branch

