



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, OPR

Introduction

This is an application brought by the Landlord requesting an Order of Possession based on Notice to End Tenancy for nonpayment of rent, and requesting a monetary order for outstanding rent totaling \$1900.00.

The applicant testified that the respondent was served with notice of the hearing by hand on February 15, 2016; however the respondent did not join the conference call that was set up for the hearing.

It is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicant's testimony was taken under affirmation.

Issue(s) to be Decided

By the date of today's hearing the tenant had already vacated the rental unit and therefore the landlord no longer requires an Order of Possession.

The issue dealt with at today's hearing was whether or not the landlord has established the right to a monetary order for outstanding rent.

Background and Evidence

The applicant testified that this tenancy began on December 3, 2015 with a monthly rent of \$950.00, due on the first of each month.

The applicant further testified that the tenant failed to pay the February 2016 rent and therefore on February 6, 2016, he personally served the tenant with a 10 day Notice to End Tenancy for nonpayment of rent.

The applicant further testified that the tenant failed to comply with the ten-day notice within the required timeframe, and therefore he applied for dispute resolution.

The applicant further testified that the tenant subsequently vacated the rental unit in March of 2016 however to date the rental unit has not been re-rented.

The applicant is therefore requesting a monetary order as follows:

February 2016 rent outstanding	\$950.00
March 2016 rent outstanding	\$950.00
Total	\$1900.00

Analysis

I have reviewed the evidence and testimony provided by the landlord and it is my finding that the parties entered into a tenancy agreement beginning December 3, 2015 for a fixed term ending December 2, 2016.

It is also my finding that the landlord has shown that the tenant failed to pay rent for the months of February 2016 and March 2016 and did not vacate the rental unit until well into March of 2016.

It is my decision therefore that the tenant is liable for the rent for both the months of February 2016 and March 2016 for a total of \$1900.00.

Conclusion

Pursuant to section 67 of the Residential Tenancy Act I have issued a monetary order in the amount of \$1900.00.

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: March 31, 2016

Residential Tenancy Branch