



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$2900 for unpaid rent
- c. An Order to retain the security deposit.
- d. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was served on the Tenant by posting on February 11, 2016. The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party resides. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up their registered mail. I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenant by mailing, by registered mail to where the Tenant resides on February 25, 2016. The determined there was sufficient service even though the respondent failed to pick up his registered mail and it was returned to the landlord. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a month to month written tenancy agreement that provided that the tenancy would start on December 1, 2015. The rent is \$1450 per month payable on the first day of each month. The tenant paid a security deposit of \$725 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of February and March 2016 and the sum of \$2900 remains owing. The tenant(s) vacated the rental unit in early March.

Analysis - Order of Possession:

It is no longer necessary to consider the landlord's application for an Order for Possession as the tenant has vacated the rental unit and the landlord has regained possession.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of February and March and the sum of \$2900 remains outstanding. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. The tenant failed to properly clean the rental unit and this significantly delayed the landlord to attempt to re-rent the rental unit. The rental unit has not been re-rent and it is not likely that a tenant would take possession before the end of March. I granted the landlord a monetary order in the sum of \$2900 plus the sum of \$100 in respect of the filing fee for a total of \$3000.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$725. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2275

Conclusion:

I determined the tenant owes the landlord the sum of \$3000. I ordered that the landlord shall retain the security deposit of \$725. I further ordered that the Tenant pay to the Landlord the sum of \$2275.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: March 17, 2016

Residential Tenancy Branch