



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by an agent for the landlord.

The landlord submitted documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on February 23, 2016 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the landlord confirmed the tenant has vacated the rental unit and they no longer require an order of possession. Therefore I amend the landlord's Application for Dispute Resolution to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on April 2, 2015 for a month to month tenancy beginning on April 1, 2015 for the

monthly rent of \$840.00 due on the 1st of each month and a security deposit of \$420.00 was paid; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on January 10, 2016 with an effective vacancy date of January 23, 2016 due to \$840.00 in unpaid rent.

The landlord submitted the tenant failed to pay the full rent owed for the month of January 2016 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent on January 10, 2016. The landlord also confirmed the tenant did not pay any rent for the months of February and March 2016. The landlord confirmed, on March 10, 2016 the tenant vacated the rental unit.

Analysis

Based on the undisputed testimony of the landlord I find the tenant has failed to pay rent for the months of January, February, and March 2016. I find the landlord is entitled to rent for these months in the amount of \$2,520.00.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,620.00** comprised of \$2,520.00 rent owed and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$420.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,200.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: April 06, 2016

Residential Tenancy Branch