



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNR, MNSD, OPR

Introduction

This is an application brought by the Landlord requesting an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, requesting a Monetary Order for outstanding rent, requesting an Order to retain the full security deposit towards the claim, and requesting recovery of the filing fee.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on May 10, 2016; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore 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 landlord's testimony was taken under affirmation.

Issue(s) to be Decided

At the beginning of the conference call the landlord stated that he has possession of the rental unit and no longer requires an Order of Possession, and therefore the issue we dealt with today was whether or the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that the respondent paid a security deposit of \$350.00 on December 15, 2015, and this tenancy began on January 1, 2016, with a monthly rent of \$700.00, due on the first of each month.

The applicant testified that the tenant is not paid any rent for the months of April 2016, May 2016, in June 2016.

The applicant further testified that the tenant vacated the rental unit on June 3, 2016 and that he is no longer going to rent the dispute property.

The applicant is requesting a Monetary Order for all outstanding rent.

Analysis

It is my finding that the applicant has shown that the tenant signed a tenancy agreement with the monthly rent of \$700.00.

I accept the landlord's testimony that the tenant has failed to pay any rent for the months of April 2016, May 2016, and June 2016 and therefore I allow the landlords

claim for outstanding rent for those months up until the date of June 3, 2016 when the tenant vacated.

I also allow the landlords claim for recovery of the \$100.00 filing fee.

Therefore the total claim I have allowed is as follows:

April 2016 rent outstanding	\$700.00
May 2016 rent outstanding	\$700.00
June 2016 rent to June 3, 2016	\$70.00
Filing fee	\$100.00
Total	\$1570.00

Conclusion

I have allowed a total claim of \$1570.00 and I therefore Order pursuant to section 38 of the Residential Tenancy Act that the landlord may retain the full \$350.00 security deposit towards the claim and pursuant to section 67 of the Residential Tenancy Act I have issued a Monetary Order in the amount of \$1220.00.

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: June 07, 2016

Residential Tenancy Branch