



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNDC, MNSD, FF

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55
2. A Monetary Order for unpaid rent - Section 67
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord testified that to the best of their knowledge the tenant left on or near May 31, 2016. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began October 07, 2015. Rent in the amount of \$1550.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$775.00 which they retain in trust. The tenant failed to pay all rent in the month of March and April 2016. On April 04, 2016 the landlord served the tenant with a notice to end tenancy for non-payment of rent, inclusive the rent due on April 01, 2016, claiming the tenant owed \$1796.58. The tenant then paid a portion of rent in April 2016, rendering the outstanding rent for April in

the amount of \$1100.00. The tenant did not pay rent when due on May 01, 2016 and vacated by May 31, 2016. The landlord requests a monetary Order reflecting the owed rent in the sum of \$2650.00.

### **Analysis**

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid all of the outstanding rent and has vacated the rental unit.

I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee. The security deposit will be off-set from the award made herein.

### ***Calculation for Monetary Order***

Unpaid rent	\$2650.00
Filing Fees for the cost of this application	100.00
<i>Less Security Deposit</i>	<i>-775.00</i>
<b>Total Monetary Award</b>	<b>\$1975.00</b>

### **Conclusion**

**I Order** that the landlord retain the security deposit of \$775.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$1975.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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 08, 2016

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Residential Tenancy Branch