



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

**OPR, OPC, OPL, OPB, MNR, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an order of possession for unpaid rent, cause, landlords' use of the property and breach of a material term of a tenancy agreement; a monetary Order for unpaid rent and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on August 10, 2016 copies of the Application for Dispute Resolution and Notice of Hearing were personally handed to the tenant at the rental unit. Service occurred at approximately 2:00 p.m. with the landlords' sister and niece present as witnesses. The landlord served the evidence at the same time.

I find that these documents were served on August 10, 2016, the date the landlord personally delivered them to the tenant.

The tenant did not appear at the hearing.

### Preliminary Matters

The tenant vacated the rental unit on August 18, 2016. The landlord does not require an order of possession.

### Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid rent?

### Background and Evidence

The tenancy commenced on March 1, 2016. Rent was \$1,100.00 due on the first day of each month. The landlord is holding a security deposit in the sum of \$550.00. A copy of the signed tenancy agreement was supplied as evidence.

On August 3, 2016 the landlord issued a 10 day Notice ending tenancy for unpaid rent or utilities as the tenant did not pay August rent when it was due.

The tenant vacated the rental unit and did not pay August rent owed. The landlord has claimed \$1,100.00 compensation.

The tenant has not provided a written forwarding address to the landlord.

### Analysis

In the absence of the tenant who was served with Notice of this hearing I find pursuant to section 67 of the Act that the landlord is entitled to compensation as claimed. The tenant did not attend the hearing to oppose the claim.

In accordance with section 72 of the Act I find that the landlord may apply the \$550.00 security deposit to the sum owed.

As the landlords' claim has merit I find, pursuant to section 72 of the Act that the landlord is entitled to recover the \$100.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the landlord a monetary Order for the balance of \$650.00. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

### Conclusion

The landlord is entitled to a monetary order for unpaid rent.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 29, 2016

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Residential Tenancy Branch