



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vernon Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing was convened by way of conference call concerning an application made by the landlords for an Order of Possession and a monetary order for unpaid rent or utilities.

The named landlord attended the hearing and gave affirmed testimony, also representing the landlord company, however the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant attended the call.

The landlord had applied for the orders pursuant to the Direct Request process, and was ordered by the Director to serve the tenant with the Notice of Reconvened Hearing and all other evidence that the landlord intended to rely on within 3 days of receiving the Decision. The landlord testified that the documents were served personally to the tenant on August 25, 2016 and the tenant signed an acknowledgement of service. The landlord was given the opportunity to provide a copy by facsimile after the hearing had concluded. I have now received that evidence, and I am satisfied that the tenant was served in accordance with the order of the Director and the *Residential Tenancy Act*.

During the course of the hearing the landlord testified that the tenant has vacated the rental unit and the landlord withdrew the application for an Order of Possession.

Issue(s) to be Decided

The issue remaining to be decided is:

- Has the landlord established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord testified that this fixed-term tenancy began on July 1, 2015 and expired on December 31, 2015, thereafter reverting to a month-to-month tenancy. Rent in the amount of \$820.00 per month was payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$400.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a condominium style apartment in a complex, and a copy of the tenancy agreement has been provided.

The landlord further testified that the tenant failed to pay rent for the month of August, 2016 and on August 3, 2016 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided, by handing it to the tenant's girlfriend who apparently resided with the tenant. The notice is dated August 3, 2016 and contains an effective date of vacancy of August 13, 2016 for \$820.00 of unpaid rent that was due on August 1, 2016. The tenant has not paid any rent since the issuance of the notice, and did not vacate the rental unit until September 5, 2016. The landlord claims \$820.00 for August rent and \$820.00 for September rent. The rental unit was left in a state of disarray and damaged, and was re-rented for October 1, 2016.

The landlord has not received a forwarding address from the tenant.

Analysis

I have reviewed the evidentiary material of the landlord, particularly the tenancy agreement and the notice to end the tenancy. Having heard the undisputed testimony of the landlord, I am satisfied that the tenant failed to pay rent for the months of August and September, 2016, and the landlord has established a claim in the amount of \$1,640.00.

Since the landlord has been partially successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee.

I leave it to the parties to deal with the security deposit in accordance with the *Residential Tenancy Act*.

Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed as withdrawn.

I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,740.00.

This order is final and binding and may be enforced.

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: October 14, 2016

Residential Tenancy Branch

