



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TOP WORLD STONE MANUFACTURING LTD and VANCOUVER
EVICION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNSD, MNDC, 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. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38
3. 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 provided proof of registered mail service indicating the tenant received the mail. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The undisputed evidence is as follows. The tenancy began in 2015 pursuant to a written tenancy agreement. Rent in the amount of \$2600.00 is payable in advance on the fifth day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1300.00 retained in trust. The tenant failed to pay all rent starting in July 2016 and has made partial payments since. The landlord provided a rent payment ledger which in calculation indicates that by February 05, 2017 the tenant had accumulated arrears of \$8500.00. On February 16, 2017 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in March 2017. The landlord was granted an Order of Possession on March 17, 2017: served on the tenant on March 23, 2017 and as of March 30, 2017 the tenant remains in the unit and the Order of Possession has not been enforced by the landlord.

The landlord seeks unpaid rent for April 2017- due April 05, 2017.

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 the outstanding rent and as of this date they have not vacated. Based on the above facts I find that the landlord is entitled to a Monetary Order for the rent arrears to April 04, 2017.

I find that under the tenancy agreement April 2017 rent is due April 05, 2017. Therefore, I dismiss the landlord's request for April 2017 the rent, with leave to reapply.

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

Rental Arrears to April 04, 2017	\$11,100.00
Filing Fees for the cost of this application	100.00
<i>Less Security Deposit</i>	<i>-1300.00</i>
Total Monetary Award to Landlord	\$9,900.00

I Order that the landlord retain the security deposit of \$1300.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$9,900.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord's application in relevant part is granted.

This Decision is final and binding.

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 04, 2017

Residential Tenancy Branch