



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

A hearing was convened to deal with the landlord's application under the *Residential Tenancy Act* (the "Act") based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 7, 2017 (the "10 Day Notice"). At the outset of the hearing the landlord withdrew its request for an order of possession. Accordingly, the landlord sought only a monetary order for unpaid rent.

The tenant did not attend the hearing. An agent for the landlord attended and was given a full opportunity to be heard, to present affirmed testimony and documentary evidence, and to make submissions.

As the tenant did not attend the hearing, service of the landlord's application and the notice of hearing were considered. The landlord's agent provided affirmed testimony that both the original application, which was by direct request, and this application and its associated notice of hearing, were sent by registered mail to the rental unit address, on June 22 and June 30, 2017, respectively. Canada Post registered mail tracking numbers were provided. The agent also advised that the tenant did not provide a forwarding address and has relocated to another continent.

As the tenant did not provide a forwarding address and as the tenant had the right to reside in the rental unit until at June 21 (as set out below) and the ability to have his mail forwarded, I accept that the tenant has been duly served under s. 90 of the Act. I also find that the service is sufficient pursuant to s. 71(2)(c) of the Act.

Issues to be Decided

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

Background and Evidence

According to the landlord's affirmed and undisputed evidence and the tenancy agreement in evidence, this tenancy began on June 25, 2016 for a fixed term expiring December 31, 2017. Rent was \$7,300.00 monthly, due on the first of the month, and a security deposit of \$3,650.00 was paid at the beginning of the tenancy and remains in the landlord's possession.

The agent testified that the tenant advised that he would be leaving the country before the expiry of the term of the lease. The landlord and the tenant then entered into a mutual agreement to end the tenancy effective June 21, 2017, and rent was pro-rated for the month of June. However, the tenant did not pay June rent. The landlord claims \$5,135.00 on a prorated basis for the month of June.

The 10 Day Notice was served on the tenant by registered mail on June 7, 2017. A Proof of Service document and a registered mail label were in evidence in support.

Analysis

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. Based on the landlord's undisputed testimony and the Proof of Service document in evidence, I find that the tenant was served with the 10 Day Notice on June 12, 2017, five days after it was sent, pursuant to s. 90 of the Act.

Sections 7 and 67 of the Act establish that a tenant who does not comply with the Act, Regulation or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. The landlord provided undisputed evidence that the tenant owes \$5,135.00 in unpaid rent and I award the landlord this amount.

As the landlord was successful in this application, I find that the landlord is also entitled to recover the \$100.00 filing fee.

The landlord continues to hold the tenant's security deposit of \$3,650.00. Over the period of this tenancy, no interest is payable on the deposit. In accordance with the

offsetting provisions of section 72 of the Act, I authorize and order the landlord to retain the tenant's security deposit in partial satisfaction of the monetary claim.

Conclusion

I issue a monetary order for the landlord in the following terms, which allows the landlord to obtain a monetary award for the prorated unpaid rent and the filing fee, and to retain the security deposit for this tenancy:

Item	Amount
Unpaid rent	\$5,135.00
Filing fee	\$100.00
Less security deposit	-\$3,650.00
Total Monetary Order	\$1,585.00

I issue a monetary order in the landlord's favour in the amount of **\$1,585.00** against the tenant. The tenant must be served with this order as soon as possible. Should the tenant fail to comply with this order, it may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act. Pursuant to s. 77,, a decision or an order is final and binding, except as otherwise provided.

Dated: September 07, 2017

Residential Tenancy Branch