



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

Tenant: CNR
Landlord: OPR, MNR, MND, FF

Introduction

This hearing was convened in response to cross applications by both parties pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows. The tenant applied June 27, 2017 for:

1. To Cancel a Notice to End for Unpaid Rent - Section 46

The landlord applied July 05, 2017 for:

1. An Order of Possession - Section 55
2. A Monetary Order for unpaid rent and utilities - Section 67
3. A Monetary Order for damage to the unit – Section 67
4. An Order to recover the filing fee for this application - Section 72

The applicant tenant was provided with a copy of the Notice of a Dispute Resolution Hearing dated June 30, 2017 after filing their application. The tenant, however, did not attend the hearing set for today at 9:30 a.m. The phone line remained open during the hearing of 10 minutes and was monitored throughout this time. The only party to call into the hearing was the landlord and their agent. As a result, the tenant's application was preliminarily dismissed.

I accept the landlord's evidence that the tenant was served with their application for dispute resolution and notice of hearing by registered mail sent July 06, 2017. The landlord was given opportunity to be heard, to present evidence and to make submissions.

The landlord testified they confirmed on September 10, 2017 that the tenant had vacated the unit, as notified by the tenant on the same date. The landlord informed they did not require an Order of Possession and in this proceeding were solely seeking a Monetary Order for unpaid rent. The landlord's application for damages was deemed premature and I found the tenant was not prejudiced by dismissing this portion of the landlord's claim with leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed for unpaid rent?

Background and Evidence

The tenancy began December 01, 2016 and ended September 10, 2017. I have benefit of a copy of the tenancy agreement. Rent in the amount of \$1250.00 was 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 \$450.00 which they retain in trust. The tenant failed to pay the rent due to June 2017 and on June 24, 2017 the landlord served the tenant with a notice to end tenancy for non-payment of rent stating the tenant owed rent of \$2450.00. The tenant applied to dispute the notice and did not pay the rent within the 5 days required to do so. The tenant further failed to pay rent on July 01, 2017, however paid toward a sum for arrears a total of \$900.00 on July 11 and 17, 2017. The landlord testified that the tenant did not pay any further amount in satisfaction of rent before they vacated.

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 utilities and I find the notice to be valid. The tenant has not paid all of the outstanding amounts of rent despite their application to dispute the landlord's Notice, did not attend the hearing to defend their application and vacated the unit with the result that their application has been dismissed. Based on the above undisputed evidence of the landlord I find they have established entitlement to unpaid rent under the tenancy agreement. I am granting the landlord unpaid rent for the period of September 01 to 15, 2017. If the landlord is unable to re-rent the unit for the balance of September 2017 it is available to them to apply for the remainder of rent for September 2017. 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 to June 24, 2017	\$2450.00
Unpaid rent July 2017	1250.00
<i>Sum of all paid rent thereafter</i>	<i>- 900.00</i>
Unpaid rent August 2017	1250.00
Unpaid rent September 1 – 15, 2017	625.00
Filing fee for the cost of landlord's application	100.00
<i>Less Security Deposit held by landlord</i>	<i>-450.00</i>
Total Monetary Award / landlord	\$4325.00

Conclusion

The tenant's application is **dismissed**.

The landlord's application is granted.

I Order that the landlord retain the security deposit of \$450.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance of **\$4325.00**. 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.

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: September 11, 2017

Residential Tenancy Branch