



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, MNDL-S, MNRL-S, FFL

Introduction

This hearing was convened in response to an Application for Dispute Resolution filed by the Landlord, in which the Landlord applied for an Order of Possession for Cause; for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; to retain the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on January 07, 2019 the Application for Dispute Resolution, the Notice of Hearing, and evidence submitted to the Residential Tenancy Branch on January 02, 2019 and January 03, 2019 were sent to the forwarding address provided by the Tenant. The Landlord submitted a Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

January 28, 2019 the Landlord submitted 21 pages of evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was personally served to the Tenant on January 26, 2019. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 88 of the *Act* and it was accepted as evidence for these proceedings.

Preliminary Matter #1

At the hearing the Landlord withdrew her application for an Order of Possession and for authority to collect a pet damage deposit, as the rental unit has been vacated.

Preliminary Matter #2

On January 28, 2019, the Landlord submitted a Monetary Order Worksheet in which she indicated she was seeking compensation for cleaning and damage to the rental unit.

The Landlord was advised that she did not apply for compensation for cleaning and damage in her Application for Dispute Resolution and that those matters could not, therefore, be considered at these proceedings.

The Landlord was advised that she has the right to file another Application for Dispute Resolution seeking compensation for cleaning/damages.

Issue(s) to be Decided

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

Is the Landlord entitled to retain the security deposit?

Background and Evidence

The Landlord stated that:

- the tenancy began on October 16, 2018;
- the Tenant agreed to pay monthly rent of \$1,750.00 by the first day of each month;
- the Tenant paid a security deposit of \$875.00;
- on December 19, 2018 the Landlord personally served the Tenant with a One Month Notice to End Tenancy, which declared that the tenancy was ending on February 01, 2019;
- the Tenant did not dispute the One Month Notice to End Tenancy;
- the Tenant vacated the rental unit on January 03, 2019;
- the Tenant did not give notice of his intent to vacate the rental unit; and
- the Tenant did not pay rent for January of 2019.

The Landlord is seeking compensation for unpaid rent from January of 2019.

Analysis

On the basis of the undisputed evidence I find that the Tenant vacated the rental unit on January 03, 2018 without providing written notice of his intent to end the tenancy.

As the Tenant did not provide notice to end the tenancy prior to January 01, 2019 and the One Month Notice to End the Tenancy did not purport to end the tenancy until February 01, 2019, I find that the Tenant was obligated to pay rent on January 01, 2019. As the Tenant did not pay the rent that was due on January 01, 2019, I find that he must pay \$1,750.00 in rent to the Landlord.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application.

Conclusion

The Landlord has established a monetary claim of \$1,850.00, which includes \$1,750.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenant's security deposit of \$875.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$975.00. 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.

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*.

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Dated: February 12, 2019

Residential Tenancy Branch