



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPL, MNR, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to sections 55, 67, 38 and 72 of the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to notice to end tenancy for landlord's use of property and for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the monetary claim.

The notice of hearing was served on the tenant on August 15, 2020, by registered mail. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

At the start of the hearing the landlord informed me that the tenant had moved out on August 31, 2020. Since the tenant has moved out, the landlord withdrew his application for an order of possession. During the hearing, the landlord requested me to dismiss the portion of his application that deals with the security and pet deposits and allow him to make application for his claims if any, against the deposits after the tenant provides him with a forwarding address. Since the tenant moved out without giving the landlord a forwarding address in writing, I allowed the landlord's request and have dismissed this portion of his application with leave to reapply.

Accordingly, this hearing only dealt with the landlord's monetary claim for unpaid rent and the filing fee.

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee?

### **Background and Evidence**

The tenancy started in November 2017. The monthly rent was \$2,100.00 due in advance on the first of each month.

The landlord testified that the tenant failed to pay full rent for June 2020 and owed the landlord \$800.00. On June 27, 2020, the landlord served the tenant with a two-month notice to end tenancy. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent.

The landlord stated that at the time of the hearing the tenant owed the landlord unpaid rent for June and July 2020 in the total amount of \$2,900.00.

### **Analysis**

Based on the undisputed sworn testimony of the landlord and in the absence of evidence to the contrary, I accept the landlord's testimony in respect of her claim. I find that the tenant owes rent for June and July 2020 in the total amount of \$2,900.00. The landlord has proven his case and is therefore also entitled to the recovery of the filing fee in the amount of \$100.00 for a total established claim of \$3,000.00.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for \$3,000.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order for **\$3,000.00**.

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 17, 2020

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Residential Tenancy Branch