



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ask Investments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, OPR, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary order and an order for possession. The hearing was conducted by conference call. The landlord's named representatives called in and participated in the hearing. The tenant called into the hearing and was assisted by an advocate. Since the landlord filed its application, the tenant has vacated the rental unit; the landlord has possession of the rental unit and no longer requires an order for possession. The landlord's application for an order for possession is therefore dismissed.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is an apartment in New Westminster. The tenancy began in October 2011. The current monthly rent is \$1,000.00. I was not provided with a copy of the tenancy agreement.

On August 17, 2013 the landlord served the tenant with a one month Notice to End Tenancy for cause. The Notice required the tenant to move out of the rental unit by September 30, 2013. Although the tenant stated her objection in writing to the landlord's Notice to End Tenancy, she did not file an application for dispute resolution to dispute the Notice to End Tenancy and, pursuant to section 47(5) of the *Residential Tenancy Act*, she is therefore conclusively presumed to have accepted that the tenancy would end on the effective date of the Notice to End Tenancy. The tenant did not pay rent for September when it was due and on September 3, 2013 she was personally served with a 10 day Notice to End Tenancy for unpaid rent. The tenant did not pay September rent and she did not dispute the 10 day Notice to End Tenancy. She moved

out of the rental unit on about September 15th. The landlord's representative testified that rental unit was found to be vacant but in disastrous condition on September 16th. The landlord was unable to re-rent the unit for any part of September.

At the hearing, despite the fact that the tenancy has ended and the tenant has moved out of the rental unit, the tenant and her advocate wanted to debate the grounds for serving the tenant with a one month Notice to End Tenancy. I declined to embark upon a discussion of the grounds for the one month Notice to End Tenancy because the tenant did not apply to dispute either of the Notices to End Tenancy and the tenancy ended when the tenant moved out of the rental unit.

Analysis

The tenant failed to pay September rent when it was due. The landlord was unable to re-rent the unit for any part of September. I find that the landlord is entitled to a monetary award in the amount of \$1,000.00 for September rent.

Conclusion

I have allowed the landlord's claim for unpaid rent for September. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1,050.00 and I grant the landlord an order under section 67 in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that court. I was not provided with evidence concerning any security deposit that may be held by the landlord. If the landlord holds a security deposit from the tenant, the landlord may retain the deposit amount in partial satisfaction of this award and proceed to claim the balance. The landlord has leave to apply for a further monetary order if it has a claim for repairs or cleaning or further loss of revenue.

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: November 5, 2013

Residential Tenancy Branch

