



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MND, MNSD, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to an application by the landlord for an Order of Possession and a Monetary Order for: unpaid rent or utilities; for damage to the unit, site or property; to keep all or part of the pet damage or security deposit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (referred to as the *Act*), regulation or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

The landlord's agent appear for the hearing and provided affirmed testimony during the hearing and documentary evidence prior to the hearing. The landlord's agent personally served the tenant with a copy of the application and Notice of Hearing documents. Based on this, and in the absence of any evidence from the tenant to contradict this, I find that the tenant was served the hearing documents by the landlord as required by the Act.

There was no appearance for the tenants or any submission of documentary evidence prior to the hearing, despite being served notice of the hearing in accordance with the Act. At the start of the hearing the landlord's agent testified that the tenant had abandoned the rental suite and withdrew the portion of the application relating to a request for an Order of Possession and a Monetary Order for damages to the rental suite.

### Issue(s) to be Decided

- Is the landlord entitled to unpaid rent in the amount of \$4,200.00?
- Is the landlord entitled to keep all or part of the security deposit in partial satisfaction of the claim?

### Background and Evidence

The landlord's agent testified that the tenancy began on August 1, 2013 for a fixed term of one year. The landlord and tenant signed a written tenancy agreement and the landlord collected a security deposit from the tenant in the amount of \$800.00 on July 26, 2013. Rent in the amount of \$1,400.00 was payable by the tenant to the landlord on the first day of each month.

The landlord's agent testified that the tenant had habitually paid rent late throughout the tenancy. As a result, the landlord's agent served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on October 12, 2013 by posting it to the tenant's door with a witness. A proof of service document was submitted as evidence verifying this method of service. The notice shows an expected date of vacancy of October 28, 2013, for a total amount of \$2,800.00 of unpaid rent due on October 1, 2013.

The landlord's agent testified that, in addition to unpaid rent on the notice to end tenancy and the application claim amount, the tenant had failed to pay for November, 2013 rent and as a result, claims a total of \$4,200.00 in unpaid rent from the tenant. The landlord's agent testified that the tenant eventually abandoned the rental unit sometime at the start of January, 2014 and the landlord is still in the process of trying to rent out the suite.

### Analysis

I am satisfied that that the notice to end tenancy was correctly served to the tenant as evidenced by the proof of service document and that the contents of the notice to end tenancy conformed with the requirements of the Act.

Based on the landlord's agent's evidence, including the notice to end tenancy and the absence of any evidence from the tenant to refute the landlord's evidence, I am satisfied that the tenant failed to pay rent in the amount claimed by the landlord's agent. As a result, I accept the evidence of the landlord's agent and I award the landlord a total of \$4,200.00 monetary compensation.

As the landlord has been successful in this matter, the landlord is also entitled to recover from the tenant the \$50.00 filing fee for the cost of this application. Therefore, the total amount awarded to the landlord is \$4,250.00.

As the landlord already holds an \$800.00 security deposit, I order the landlord to retain this amount in partial satisfaction of the claim awarded pursuant to Section 38(4) (b) of the Act. As a result, the landlord is awarded \$3,450.00.

Conclusion

For the reasons set out above, I grant the landlord a Monetary Order pursuant to Section 67 of the Act in the amount of **\$3,450.00**. This Order must be served on the tenant and may then be filed in the Provincial Court (Small Claims) 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 *Residential Tenancy Act*.

Dated: January 13, 2014

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Residential Tenancy Branch

