



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, OPR

Introduction

The landlord applied for a monetary order and an order of possession through the Direct Request Process. The Arbitrator found that there was some ambiguity in the application that required some clarification and directed that a participatory be held. The matter was adjourned to today's date. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on February 24, 2016. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about February 2, 2015. Rent in the amount of \$825.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$412.50. The landlord stated that the tenant started falling behind in paying the rent as of June 2015. The landlord stated that the tenant would make partial payments but not fully catch up. The landlord stated that the tenant completely stopped paying the rent from November – February. The landlord served the tenant with a notice to end tenancy on December 18, 2015. The landlord stated that the tenant

abandoned the unit at the end of February. The landlord advised that as of today's hearing the amount of unpaid rent is \$3635.00.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. As the tenant has abandoned the unit the landlord advised that she no longer requires an order of possession, accordingly; I dismiss this portion of the landlords' application.

The landlord has sufficiently clarified the ambiguity that the previous arbitrator was concerned with. As for the monetary order, I find that the landlord has established a claim for \$3635.00 in unpaid rent. Although the landlord's application does not seek to retain the deposit, using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the tenant's security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3222.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted monetary order for \$3222.50.

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: March 16, 2016

Residential Tenancy Branch

