

DECISION

Dispute Codes:

OPR; MNR; MNSD; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

Both parties signed into the teleconference and provided affirmed testimony

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a monetary award for unpaid rent?

Background and Evidence

This tenancy started on May 1, 2001. The Landlord gave the Tenant Notices of Rent Increase periodically over the term of the tenancy and provided a copy of the most recent one which was effective June 1, 2008. The Notice indicates that monthly rent would increase to \$1,099.00 per month, but the Landlord testified that due to an accounting error the Tenant has been paying \$1,090.00 per month since June 1, 2008. The Landlord seeks a monetary order for \$2,180.00 for two NSF cheques. The Landlord provided a copy of the tenant ledger in evidence.

The Landlord issued a 10 day Notice to End Tenancy on March 6, 2012, for \$2,180.00 in unpaid rent. The Landlord's agent testified that he served the Tenant with the Notice to End Tenancy by registered mail sent on April 6, 2012. The Tenant testified that he did not dispute the Notice to End Tenancy and that he moved out of the rental unit in mid-April. The Tenant acknowledged that he owes the Landlord \$2,180.00 in unpaid rent.

The Tenant paid a security deposit in the amount of \$450.00 at the beginning of the Tenancy, but neither party was certain what date it was paid. For the purposes of calculating accrued interest, the parties agreed that the security deposit was paid on April 24, 2001.

The Tenant stated that he will be returning the keys to the rental unit and the garage opener to the Landlord today.

Analysis

The Tenant has moved out of the rental unit and therefore the Landlord's application for an Order of Possession is dismissed, as it is no longer required. The Landlord may take possession of the rental unit.

Based on the testimony of both parties, I find that the Landlord is entitled to a monetary award in the amount of \$2,180.00 against the Tenant for unpaid rent.

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlord may apply the security deposit and accrued interest towards partial satisfaction of the Landlord's monetary award. Interest in the amount of \$25.59 has accrued on the security deposit.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlord a Monetary Order, calculated as follows:

Unpaid rent	\$2,180.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$2,230.00
Less security deposit and accrued interest	<u>- \$475.59</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,754.41

Conclusion

I hereby provide the Landlord a Monetary Order in the amount of **\$1,754.41** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (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: May 11, 2012.

Residential Tenancy Branch