



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1:43 p.m. in order to enable him to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that she posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenant's door on October 2, 2012. The landlord and her husband, who acted as a witness to this event, both testified that the landlord handed the tenant a copy of her dispute resolution hearing package at approximately 2:20 p.m. on October 25, 2012. I am satisfied that the landlord served the above documents to the tenant in accordance with the *Act*.

At the commencement of the hearing, the landlord testified that the tenant vacated the rental unit by October 31, 2012. She said that she has possession of the rental unit and no longer needs an Order of Possession based on the 10 Day Notice. The landlord's application for an Order of Possession is withdrawn.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

This periodic tenancy commenced on or about May 2, 2004. Monthly rent is currently set at \$678.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$262.50 security deposit, paid on May 2, 2004.

The landlord's application for a monetary award of \$678.00 included a request for unpaid rent for October 2012, and recovery of the \$50.00 filing fee for this application. The landlord testified that the tenant has made no further payments towards this tenancy after being served with the landlord's 10 Day Notice.

Analysis

Based on the undisputed evidence from the landlord, I find that the landlord is entitled to a monetary award of \$678.00, the rent owing for the month of October 2012. As the landlord has been successful in this application, I also allow the landlord to recover the \$50.00 filing fee for this application.

Although the landlord's application does not seek to retain the tenant's security deposit, using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the security deposit plus applicable interest in partial satisfaction of the monetary award.

Conclusion

I issue a monetary Order in the landlord's favour under the following terms, which allows the landlord to recover unpaid rent and the filing fee for this application and to retain the tenant's security deposit:

Item	Amount
Unpaid October 2012 Rent	\$678.00
Less Security Deposit plus Interest (\$262.50 + \$9.31 = \$271.81)	-271.81
Recovery of Filing Fee for this application	50.00
Total Monetary Order	\$456.19

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court. The landlord's application for an Order of Possession is withdrawn.

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 29, 2012

Residential Tenancy Branch

