



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR

### 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; and
- a monetary order for unpaid rent pursuant to section 67.

The tenant did not attend this hearing, although I waited until 3:16 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 3:00 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 10 Day Notices to End Tenancy for Unpaid Rent (the 10 Day Notices) were posted on the tenant's door on December 27, 2012 and January 6, 2013. The landlord testified that he sent a copy of the landlord's dispute resolution hearing package to the tenant by registered mail on January 8, 2013. The landlord entered into written evidence a copy of the Canada Post Tracking Number to confirm this registered mailing. I am satisfied that the landlord served these documents to the tenant in accordance with the *Act*.

At the hearing, the landlord withdrew his application for an Order of Possession. He said that this was no longer necessary as the tenant vacated the rental unit by January 10, 2013. The landlord's application for an Order of Possession based on unpaid rent is withdrawn.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to any other monetary awards arising from his application?

### Background and Evidence

The landlord testified that this fixed term tenancy commenced on or about June 1, 2012. The landlord said that the tenancy was scheduled to end by October 31, 2013. Monthly rent was set at \$755.00, payable in advance by the first of each month. The landlord continues to hold the tenant's \$377.50 security deposit paid on or about May 15, 2012.

The landlord's application for a monetary award of \$3,399.13 included unpaid rent of \$755.00 for each of November 2012, December 2012, January 2013 and February 2013. In the Details of the Dispute section of the landlord's application for dispute resolution, the landlord included a request for the recovery of \$120.00 in late fees, \$20.38 for placing advertisements, \$188.75 in management fees and the landlord's \$50.00 filing fee. The landlord testified that the tenant has not paid anything towards this tenancy since the initial 10 Day Notice was issued, seeking \$1,510.00 then owing for this tenancy.

### Analysis

Based on the undisputed evidence before me, I find that the landlord is entitled to a monetary award of \$755.00 for each of the three months from November 2012 until January 2013.

Although the landlord's application did not signify specifically that the landlord was seeking a monetary award for items other than for unpaid rent, I find that the landlord adequately notified the tenant that he was also requesting a recovery of the other items listed in the Details of the Dispute section of the landlord's application. As these items were also included in the tally of the monetary award requested, I find that I can consider the landlord's application for each of the items listed by the landlord.

Although the landlord did not enter into written evidence a copy of the residential tenancy agreement (the agreement), the landlord gave undisputed sworn testimony that there was a fixed term tenancy agreement in place for this tenancy. The landlord has submitted a \$20.38 receipt for the placement of an advertisement to attempt to re-rent the rental unit. Under these circumstances, I allow the landlord's application for a monetary award for the \$20.38 cost he incurred to re-rent the premises.

I dismiss the landlord's application for recovery of late fees and an administrative/management fee without leave to reapply, as the landlord has not entered into written evidence a copy of the agreement outlining his entitlement to the reimbursement of these fees.

As the landlord has been successful in his application, I allow the landlord's application to recover the filing fee from the tenant. 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 tenant's security deposit plus applicable interest in partial satisfaction of the monetary award. No interest is payable over this period.

Conclusion

I issue a monetary Order in the landlord's favour under the following terms, which allows the landlord to recover the items listed below and to retain the tenant's security deposit:

<b>Item</b>	<b>Amount</b>
Unpaid November 2012 Rent	\$755.00
Unpaid December 2012 Rent	755.00
Unpaid January 2013 Rent	755.00
Advertising Fee	20.38
Less Security Deposit	-377.50
Recovery of Filing Fee for this Application	50.00
<b>Total Monetary Order</b>	<b>\$1,957.88</b>

The landlord is provided with these Orders in the above terms and the tenant must be served with an **Original Order** 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.

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: February 01, 2013

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Residential Tenancy Branch

