Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   OPR, MNR and FF

Introduction

This application was brought by the landlord on March 15, 2013 seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served by registered mail sent on March 4, 2013. The landlord also sought a monetary award for unpaid rent and recovery of the filing fee for this proceeding.

At the commencement of the hearing, the landlord advised that the tenant had vacated the rental unit and that the Order of Possession was no longer required.

Despite having been served with the Notice of Hearing sent by registered mail on March 19, 2013, the tenant did not call in to the number provided to enable her participation in the telephone conference call proceeding. Therefore, it proceeded in her absence.

Issue(s) to be Decided

This application now requires a decision on whether the landlord is entitled to a Monetary Order as requested.

Background and Evidence

This tenancy began on February 1, 2012 under a one year fixed term agreement to January 31, 2013, defaulting to a month to month tenancy at expiry. Rent was $1,200 per month and the landlord holds a security deposit of $600 paid at the beginning of the tenancy.

During the hearing, the landlord gave evidence that the Notice to End Tenancy of March 4, 2013 had been served when the tenant had failed to pay the rent due on February 1, 2013 and March 1, 2013.

The landlord gave evidence that after sending the Notice of Hearing, the tenant sent her a text message on March 23, 2013 stating that she had vacated and telling the landlord not to send any more forms.

The tenant had left without notice, without providing a forwarding address, without returning keys and without being available to participate in completion of a move-out condition inspection report.

The landlord stated that she had had to engage the services of a locksmith to gain entry to the rental unit on April 5, 2013 and noted some damage to the rental unit.

Analysis

Section 7 of the Act provides that, if one party to a rental agreement suffers losses due to the non-compliance of the other with the legislation or rental agreement, then the non-compliant party must compensate them for those losses.

Section 67 of the Act empowers the director's delegate to determine an amount owed by one party to a rental agreement to the other, and to order payment of the amount owed.

In the present matter, I accept the evidence of the landlord that the tenant did not pay the rent owed for February and March of 2013.

As the application has succeeded on its merits, I further find that the landlord is entitled to recover her filing fee for this proceeding from the tenant.

In addition, as authorized under section 72 of the Act, I hereby authorize and order that the landlord retain the tenant's security deposit in set off against the unpaid rent.

As the damages and loss of rent were not known at the time this application was submitted, the landlord remains at liberty to make further application for damage and losses ascertained when she regained possession of the rental unit.

Thus, I find that the landlord is entitled to a monetary award calculated as follows:

Rent for February 2013	$1,200.00
Rent for March 2013	1,200.00
Filing fee	50.00
Sub total	$2,450.00
Less retained security deposit (no interest due)	- 600.00
TOTAL	**$1,850.00**

Conclusion

In addition to authorization to retain the security deposit in set off, the landlords' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **$1,850.00** for service on the tenant.

The landlord remains at liberty to make a further application for damages ascertained when she regained possession of the rental unit.

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: April 15, 2013

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Residential Tenancy Branch