



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR; MNR; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent ("AS") gave affirmed testimony at the Hearing.

AS agent testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the rental unit on April 9, 2013. AS provided the tracking numbers for the registered documents. She stated that the documents were returned to the Landlord "unclaimed" on May 9, 2013.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail, pursuant to the provisions of Section 89(1)(c) of the Act. Failure to accept service by registered mail does not change the service provisions of the Act. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Preliminary Matter

At the outset of the Hearing, AS testified that on April 28, 2013, she discovered that the Tenant had moved out of the rental unit and that she was able to re-rent the rental unit effective May 1, 2013. Therefore, AS withdrew the Landlord's application for an Order of Possession.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for unpaid rent for the month of April, 2013?

Background and Evidence

AS gave the following testimony:

The Landlord provided a copy of the tenancy agreement in evidence. This tenancy began on September 1, 2012. Monthly rent was \$850.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$425.00 at the beginning of the tenancy.

AS testified that the Tenant did not pay rent when it was due on April 1, 2013, and that \$850.00 still remains owing for April rent.

The Tenant moved out without leaving a forwarding address. AS asked to set off the security deposit against the Landlord's monetary award.

Analysis

Based on AC's undisputed affirmed testimony, I find that the Landlord has established a monetary claim for unpaid rent in the total amount of \$850.00.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of its monetary award. No interest has accrued on the security deposit.

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

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

Unpaid rent for April, 2013	\$850.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$900.00
Less security deposit	<u>- \$425.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$475.00

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$475.00** 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 24, 2013

Residential Tenancy Branch

