



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR; MNR; MNDC, MNSD; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent; compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

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

RM testified that the Notice of Hearing documents were hand delivered to the Tenant at the rental unit with a witness present on April 2, 2013 at 12:15 p.m.

Based on the RM's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing 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 Matters

At the outset of the Hearing RM stated that the Tenant had moved out of the rental unit on April 8, 2013. Therefore, the Landlord no longer requires an Order of Possession and this portion of its application is dismissed.

The Landlord's application also sought compensation for "estimated court and bailiff costs" in the total amount of \$1,500.00. The Tenant has moved out of the rental unit and therefore a bailiff will no longer be required. RM explained that the Landlord was also seeking \$200.00 for the "court administration costs" related to filing the Landlord's Application for Dispute Resolution. I explained to RM that the Act does not contemplate awarding such costs and therefore the Landlord's application for compensation for damage or loss is also dismissed.

Issue to be Decided

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

Background and Evidence

RM gave the following testimony:

Monthly rent is \$382.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$205.00 in April, 2009.

On December 21, 2012, the Tenant and the Landlord entered into a Mutual Agreement to end the tenancy on March 31, 2013. The Tenant did not move out of the rental unit on March 31, 2013, and did not pay rent for the month of April, 2013. The Landlord has not re-rented the rental unit.

Analysis

Based on the RM's undisputed testimony, I find that the Landlord has established a claim for unpaid rent for the month of April, in the amount of \$382.00.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary claim. 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	\$382.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$432.00
Less security deposit	<u>- \$205.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$227.00

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of \$227.00 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 06, 2013

Residential Tenancy Branch

