



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes:

OPR; MNR; MNSD; 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 testified that the Tenant was served with the Notice of Hearing on April 25, 2013, by delivering the documents to the Tenant at the rental unit.

Based on the AS'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, AS testified that on April 29, 2013, she discovered that the Tenant had abandoned the rental unit. She stated that she was able to re-rent the rental unit for May 1, 2013, because she had a waiting list. Therefore, the Landlord's application for an Order of Possession was withdrawn

Issue 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:

A copy of the tenancy agreement was provided in evidence. This tenancy began on March 1, 2013. Monthly rent is \$840.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$420.00 at the beginning of the tenancy. AS asked to set the security deposit off against the Landlord's monetary award.

On April 2, 2013, AS served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent, by posting the Notice on the Tenant's door at the rental unit. AS testified that the Tenant has not paid any of the outstanding rent.

Analysis

I accept AS's undisputed affirmed testimony in its entirety and find that the Landlord is entitled to a monetary award for unpaid rent in the amount of \$840.00.

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

The Landlord has been successful in its application and I find that it 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	\$840.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$890.00
Less security deposit	<u>- \$420.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$470.00

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$470.00** 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 22, 2013

Residential Tenancy Branch

