



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ASCENT REAL ESTATE MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, O, FF

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent and utilities and to recover the filing fee for this proceeding

The Landlord said she served the Tenant with the Application and Notice of Hearing (the “hearing package”) by posting the Notice on the door of the Tenant’s unit on August 28, 2013. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant’s absence.

### Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and utilities and if so how much?
4. What other considerations are there?

### Background and Evidence

This tenancy started on April 1, 2013 as a fixed term tenancy with an expiry date of March 31, 2014. Rent is \$908.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$454.00 on March 13, 2013.

The Landlord said that the Tenant abandoned the unit on or before August 22, 2013 and has unpaid rent for June, 2013 in the amount of \$908.00, for July, 2013 in the amount of \$908.00 and for August, 2013 in the amount of \$908.00. As well the Landlord said the Tenant has three months of NSF fees for \$40.00 for each of the three above months. The Landlord said the NSF fee is indicated in the tenancy agreement. The Landlord did not provide the tenancy agreement or a copy of the 10 Day Noticed

that was issued on August 8, 2013 to the Tenant for \$2,769.00 in unpaid rent. The Landlord gave affirmed testimony with regards to the tenancy agreement and the 10 Day Notice for Unpaid Rent.

Further the Landlord said the Tenant had a credit in May, 2013 of \$75.00 that should be deducted from the total owing.

The Landlord requested an Order of Possession for as soon as possible as the Tenant has abandoned the rental unit. The Landlord said the Tenant took most of his belongings, but what was left is in storage at the rental complex and the Landlord said she knows her responsibilities for the Tenant's belonging.

The Landlord did not request to retain the Tenant's security deposit on the application or in her testimony.

### Analysis

Section 44(1)(d) of the Act says if a tenant abandons the rental unit then the tenancy is ended. I accept the Landlord's affirmed testimony that the Tenant has abandoned the rental unit and I grant an Order of Possession to the Landlord for 2 days after service of the Notice to the Tenant. It is the Landlord's responsibility to service the Tenant in one of the ways indicated in the Act.

Section 26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has the right under this Act to deduct all or a portion of the rent.

I find that the Landlord is entitled to recover of unpaid rent for June, July, and August, 2013 in the total amount of \$908 per month X 3 months = \$2,724.00.

In addition based on the Landlord's affirmed testimony I find the Landlord is entitled to recover the NSF cheque costs in accordance regulations 7 (1) (c) for the full amount of \$40.00 for each month for a total of \$40.00 X 3 months = \$120.00.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. Landlord will receive a monetary order for the following:

	Unpaid rent	\$2,724.00	
	NSF charges	\$ 120.00	
	Recover Filing Fee	<u>\$ 50.00</u>	
	Subtotal		\$2,894.00
Less	Rent Credit		\$ 75.00
	Balance Owing		<u>\$2,819.00</u>

Conclusion

An Order of Possession effective 2 days after service of it on the Tenant and a Monetary Order in the amount of \$2,819.00 have been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: October 07, 2013

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Residential Tenancy Branch

