



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX Little Oak Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 3:14p.m. in order to enable her to connect with this teleconference hearing scheduled for 3:00 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions. The landlord testified that she posted the 10 Day Notice on the tenant's door on October 2, 2013. She testified that she sent the tenant a copy of the landlord's dispute resolution hearing package by registered mail on October 19, 2013. She entered into written evidence a copy of the Canada Post Tracking Number and Customer Receipt to confirm this mailing. She testified that the hearing package was returned to her by Canada Post as unclaimed. I am satisfied that the landlord served the above documents to the tenant in accordance with the *Act*. In accordance with sections 89 and 90 of the *Act*, the landlord's dispute resolution hearing package was deemed served to the tenant on October 24, 2013, the fifth day after its mailing.

At the commencement of the hearing, the landlord confirmed that she amended the landlord's name to that which appears above, as there was a spelling error in the original name of the landlord. I allow the amendment to the landlord's name as set out above.

The landlord withdrew the application for an Order of Possession as the tenant abandoned the rental unit sometime around November 6, 2013. The landlord's application for an Order of Possession is withdrawn.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to retain the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This periodic tenancy commenced on November 1, 2012. Monthly rent was set at \$900.00, payable in advance on the first of each month, plus hydro and heat. The landlord continues to hold the tenant's \$450.00 security deposit.

The landlord's 10 Day Notice identified \$2,150.00 as owed by the tenant as of October 1, 2013. The landlord testified that the tenant has not made any further payments since the 10 Day Notice was issued.

The landlord's application for a monetary award of \$3,500.00, included unpaid rent of \$350.00 for August 2013, and \$900.00 each for September, October and November 2013.

Analysis

Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. Based on the undisputed sworn testimony and written evidence of the landlord, I find that the tenant has failed to pay \$350.00 of her monthly rent for August 2013 and all of the following three months. I find that the landlord is entitled to compensation for losses incurred as a result of the tenants' failure to comply with the terms of their tenancy agreement and the *Act*.

I issue a monetary award to the landlord for \$350.00 for unpaid rent owing for August 2013, and \$900.00 for each of the following three months. I allow the landlord to retain the tenant's security deposit plus applicable interest in partial satisfaction of the monetary award issued in this decision. No interest is payable over this period. As the landlord has been successful in this application, I find that the landlord is entitled to recover the filing fee from the tenant.

Conclusion

I issue a monetary Order in the landlord's favour under the following terms, which allows the landlord to recover unpaid rent and the filing fee, and to retain the tenant's security deposit:

Item	Amount
Unpaid August 2013 Rent	\$350.00
Unpaid September 2013 Rent	900.00
Unpaid October 2013 Rent	900.00
Unpaid November 2013 Rent	900.00
Less Security Deposit	-450.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	\$2,650.00

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

The landlord's application for an Order of Possession is withdrawn.

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: November 27, 2013

Residential Tenancy Branch

