



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Dorset Realty Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR; MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent; 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 JH gave affirmed testimony at the Hearing.

JH testified that she served the Tenant with the Notice of Hearing documents by handing the documents to the Tenant at her place of employment on February 21, 2014 at 12:16 p.m. The Landlord provided a witness's statement in evidence.

Based on JH's affirmed testimony and documentary evidence, 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 her absence.

Preliminary Matter

In the "Details of Dispute" section of the Landlord's application, the Landlord requests compensation for damage or loss (an NSF fee from October, 2013, and to recover a filing fee from a previous application for dispute resolution). However, the Landlord did not specifically request this relief in the "Nature of Dispute" section of its application, and therefore I make no finding with respect to this matter.

Issues to be Decided

- Is the Landlord entitled to a monetary award for unpaid rent for the months of December and January, 2014?

Background and Evidence

JH gave the following testimony:

This tenancy began on August 1, 2013, for a fixed term ending July 31, 2013. At the end of the fixed term, the tenancy continued on a month to month basis.

Monthly rent at the beginning of the tenancy was \$1,100.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$550.00 on July 4, 2012. A copy of the tenancy agreement was provided in evidence.

On April 11, 2013, the Landlord served the Tenant with a Notice of Rent Increase effective August 1, 2013, which increased the rent to \$1,140.00. A copy of the Notice of Rent Increase was provided in evidence.

JH stated that the Tenant abandoned the rental unit between January 15 and 17, 2014. She stated that the Landlord was able to re-rent the rental unit effective February 1, 2014.

JH testified that the Tenant did not pay the rent increase and continued to pay only \$1,100.00 for the months of August, September, October and November, 2013. JH stated that the Tenant paid no rent for the months of December, 2013 and January, 2014.

JH requested a monetary award for unpaid rent, calculated as follows:

Unpaid rent for August to November, 2013 (4 months x \$40.00)	\$160.00
Unpaid rent for December, 2013 and January, 2014 (2 months x \$1,140.00)	<u>\$2,280.00</u>
TOTAL	\$2,440.00

Analysis

I accept JH's undisputed affirmed testimony in its entirety.

I find that the Notice of Rent Increase issued April 11, 2013, is a valid Notice that complies with the requirements of the Act and the regulation.

I find that the Tenant did not pay rent when it was due and that the Landlord suffered a loss as a result of the Tenant's breach of the Act. I find that the Landlord is entitled to unpaid rent in the total amount of **\$2,440.00**, as claimed.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of its monetary claim.

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	\$2,440.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$2,490.00
Less security deposit	<u>- \$550.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,940.00

Conclusion

Pursuant to the provisions of Section 67 of the Act, I hereby provide the Landlord with a Monetary Order in the amount of **\$1,940.00** 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.

Two copies of this Decision are provided to the Landlord. **I ORDER that the Landlord provide the Tenant with one copy of this Decision when serving the Tenant with the enclosed Monetary Order.**

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: June 26, 2014

Residential Tenancy Branch

