



# 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, MNDC, MNSD, FF

### Introduction

This is an application filed by the landlord for an order of possession and a monetary order for unpaid rent, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenant did not attend or submit any documentary evidence. The landlord states that the notice of hearing package was sent by Canada Post Registered Mail on May 15, 2014 and has submitted a copy of the Customer Receipt Tracking number as confirmation. The landlord states that the package was returned by Canada Post as unclaimed by the tenant after the attempted service. I accept the undisputed evidence of the landlord and find that the tenants have been properly served.

The landlord clarified at the beginning of the hearing that the tenant vacated the rental unit without providing any notice and that on the 10<sup>th</sup> day following the delivery of a 10 day notice to end tenancy issued for unpaid rent dated May 2, 2014 the landlord served notice to enter to inspect and discovered that the tenant had vacated the rental unit leaving damage to the property. The landlord as such is withdrawing her request for an order of possession. No further action is required for this portion of the claim. The landlord also clarifies that the monetary claim is lowered for unpaid rent of \$960.00 for May 2014.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order?  
Is the landlord entitled to retain the security deposit?

### Background and Evidence

This tenancy began on April 1, 2002 on a month to month basis as shown by the submitted copy of the signed tenancy agreement dated March 18, 2003. The monthly rent was \$725.00 and over time with the service of notice(s) of a rent increase to

\$981.12 to begin on July 1, 2014. The current monthly rent is \$960.00. A security deposit of \$362.50 was paid.

The landlord states that the tenant was served with a 10 day notice to end tenancy issued for unpaid rent dated May 2, 2014 by posting it to the rental unit door on the same date. The notice states that rent of \$960.00 was due on May 1, 2014 which was not paid. The notice displays an effective end of tenancy date of May 15, 2014. The landlord states that the tenants failed to pay the amount due within the allowed timeframe or file an application for dispute resolution to dispute the notice. The landlord confirmed in her direct testimony that the tenant vacated the rental unit leaving damage in May 2014.

### Analysis

I accept the undisputed evidence of the landlord and find that the tenant was properly served with the 10 day notice to end tenancy issued for unpaid rent dated May 2, 2014 by posting it to the rental unit door. The tenant failed to pay the rent within the allowed time frame nor did they file an application for dispute resolution to dispute the notice. The landlord's monetary claim for unpaid rent of \$960.00 for May 2014 has been established. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$362.50 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$647.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary order for \$647.50.  
The landlord may retain the security deposit.

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: July 08, 2014

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Residential Tenancy Branch

