



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, 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; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1444 in order to enable the tenant to connect with this teleconference hearing scheduled for 1430. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

At the hearing the landlord informed me that the tenant had returned possession of the rental unit. At the landlord's request, I withdrew his application for an order of possession.

The landlord testified that he personally served the tenant with the dispute resolution package 29 October 2014. The landlord testified that a family member witnessed the landlord serve the tenant. On the basis of this evidence, I am satisfied that the tenant was served with notice of this application pursuant to section 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the landlord, not all details of his submissions and / or arguments are reproduced here. The principal aspects of the landlord's claim and my findings around it are set out below.

The tenancy agreement was signed on 4 August 2014. This tenancy began 3 August 2014. Monthly rent of \$800.00 was due on the first. The landlord testified that he continues to hold the tenant's security deposit of \$400.00 paid on 3 August 2014.

The landlord issued the 10 Day Notice on 6 October 2014. The 10 Day Notice sets out that the tenant failed to pay \$800.00 of rent due 1 October 2014. The 10 Day Notice has an effective date of 16 October 2014. The landlord testified that he served the notice to the tenant by posting it on the tenant's door. In accordance with sections 88 and 90 of the Act, the tenant is deemed to have received the 10 Day Notice on 9 October 2014, the third day after its posting.

The landlord testified that the tenant has not paid any rent since the 10 Day Notice was issued. The landlord testified that there is \$1,600.00 in outstanding rent, which is comprised of unpaid rent from October and November.

Analysis

I accept the evidence before me that there has been a failure to pay the rent owed for this tenancy at any point after the issuance of the 10 Day Notice.

Based on the uncontested and sworn testimony of the landlord, I find that the tenant owes the landlord \$1,600.00 in outstanding rent.

As the landlord has been successful in his application, he is entitled to recover his \$50.00 filing fee from the tenant.

The landlord testified that he continued to hold the tenant's \$400.00 security deposit, plus interest, paid 3 August 2014. Over that period, no interest is payable. Although the landlord's application does not seek to retain the security deposit, using the offsetting provisions of section 72 of the Act, I allow the landlord to retain the security deposit in partial satisfaction of the monetary award.

I issue a monetary order in the landlord's favour in the amount of \$1,250.00 under the following terms:

Item	Amount
Unpaid October Rent	\$800.00
Unpaid November Rent	800.00
Recovery of Filing Fee for this Application	50.00
Offset Security Deposit Amount	-400.00
Total Monetary Order	\$1,250.00

Conclusion

Pursuant to section 67 of the Act, I find that the landlord is entitled to a monetary order in the amount of \$1,250.00. The landlord is provided with this order in the above terms and the tenant must be served with **this order** as soon as possible. Should the tenant fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court. I also order the landlord to retain the tenant's \$400.00 security deposit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: December 05, 2014

Residential Tenancy Branch

