



# 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, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on December 23, 2014. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

### Background and Evidence

The tenancy began on or about March 15, 2014. Rent in the amount of \$1140.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$570.00. The tenant failed to pay rent in the month(s) of December and on December 2, 2014 the landlord served the tenant with a notice to end tenancy. The landlord advised that as of today's hearing the amount of unpaid rent is \$1570.00. The landlord stated that he is also requesting the return of the \$1000.00 move in incentive for signing a fixed term of one year. The landlord stated that since they "broke the lease" he should be entitled to that amount along with \$350.00 for liquidated damages for a total claim of \$2920.00.

### Analysis

*I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to*

dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. The landlord advised that the tenants vacated the unit in late December 2014 and no longer requires an order of possession; accordingly I dismiss that portion of the landlords' application.

The landlord stated that he sent an amended application that reflects him seeking the liquidated damages and move in incentive; however the landlord acknowledged that the tenants were not served notice of this amendment. The Branch did not receive this amendment and was not before me for this hearing. As that claim is not before me I need not make a finding. The landlord is at liberty to make a separate application if he so chooses.

As for the monetary order, I find that the landlord has established a claim for \$1570.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$570.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1050.00. 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 \$1050.00. 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: January 20, 2015

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Residential Tenancy Branch

