



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, mnrr, mndc, mnsd, ff

Introduction

The landlord has applied for dispute resolution of a dispute in the tenancy at the above noted address, and requests an Order of Possession, a Monetary Order; and an order to retain the security deposit.

The tenants did not attend the hearing. I accept that the tenants were properly served with the Application for Dispute resolution hearing package by way of registered mail.

Issues to Be Decided

- Is the Notice to End Tenancy served upon the tenants effective to end this tenancy, and entitle the landlord to an Order of Possession?
- Is there rent money due and payable by the tenants?
- If so, is the landlord entitled to retain the security deposit in partial satisfaction of the amount owing?

Background and Evidence

This tenancy began on July 19, 2015. Rent is due on the 1st day of each month in the amount of \$1,035.00 (which includes parking and locker). A security deposit of \$487.50 and a pet damage deposit of \$487.50 were paid at the start of the tenancy. On February 6, 2015 the landlord served the tenants with a One Month Notice to End Tenancy for repeatedly late payment of rent. The tenants vacated the premises March 30, 2015 pursuant to that Notice, and the landlord found new tenants for April.

The tenants rent payments for February or March failed to clear, and they did not pay a hydro bill of \$21.21. The tenancy agreement permits the landlord to charge NSF charges of \$25.00 and late rent charges of \$25.00.

Analysis

As the landlord has already recovered possession of the premises, no Order of Possession is now required, and that portion of the claim is dismissed.

The tenant owes the landlord the rent for February, rent for March, NSF and late charges for both months, and outstanding hydro bill, for a total of \$2,191.21. The landlord is found entitled to recover this sum along with the \$50.00 filing fee from the tenants. The landlord may retain the security deposit in partial satisfaction of this award.

Given the requirements of section 38(7) of the Residential Tenancy Act, and as the claim is not for damage to the premises, I decline to order that the pet damage deposit may be retained.

Conclusion

The landlord is awarded \$2,241.21. I order, pursuant to section 38(1)(d) that the security deposit of \$487.50 be retained, in partial satisfaction of this sum. I further order that the remaining balance of the award due to the landlord, equalling \$1,753.71, be paid immediately to the landlord by the tenants.

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: April 10, 2015

Residential Tenancy Branch

