



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESTWOOD APARTMENT LTD.
and [tenant name suppressed to protect privacy]

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 its filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 0942 in order to enable the tenant to connect with this teleconference hearing scheduled for 0930. The landlord's agent (DL) attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The agent is a property manager and employee of the landlord. The agent confirmed that she has full authority to act on behalf of the landlord.

The agent testified that the landlord served the tenant with the dispute resolution package (including all evidence before me) on 18 March 2015 by registered mail. This mailing was sent to the rental unit. The agent provided me with a Canada Post tracking number for this mailing. On the basis of this evidence, I am satisfied that the tenant was deemed served with the dispute resolution package pursuant to sections 89 and 90 of the Act.

The agent testified that the landlord served the tenant with the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) on 9 March 2015. I was provided with a photograph of the 10 Day Notice on the tenant's door. On the basis of this evidence, I am satisfied that the tenant was served with 10 Day Notice pursuant to sections 88 and 90 of the Act.

Preliminary Issue – Withdrawal of Order of Possession

The agent testified that the tenant abandoned the rental unit by 27 March 2015. As such, the landlord no longer required an order of possession. The agent asked to withdraw the landlord's application for an order of possession. I allowed the amendment as there is no prejudice to the tenant in doing so.

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 agent, not all details of the 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 landlord provided me with a written tenancy agreement that was entered into by the parties on 29 November 2014. This tenancy began 1 December 2014. Monthly rent of \$1,360.00 is due on the first. The agent testified that the landlord continues to hold the tenant's security deposit in the amount of \$680.00, which was collected on 23 November 2014.

On 9 March 2015, the landlord issued the 10 Day Notice to the tenant. The 10 Day Notice was dated 9 March 2015 and set out an effective date of 19 March 2015. The 10 Day Notice set out that the tenant failed to pay \$1,360.00 in rent that was due on 1 March 2015.

The agent testified that the tenant did not pay rent for February, but that the landlord did not notice this until sometime after filing this application.

The agent testified that the tenant called the landlord's office on 17 March 2015 and promised to pay his outstanding rent by 25 March 2015. The agent testified that the tenant did not follow through on this promise. The agent testified that the landlord placed an inspection notice on the tenant's door on 26 March 2015. The agent testified that when the landlord's agents entered the rental unit on 27 March 2015, they found it abandoned.

Analysis

The agent has provided sworn and uncontested testimony that the tenant has unpaid rental arrears for March 2015 totaling \$1,360.00. I find that the landlord has proven its entitlement to this amount. The landlord is entitled to a monetary order for March's unpaid rent.

The agent testified that the landlord continues to hold the tenant's \$680.00 security deposit, plus interest, paid on 23 November 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.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$730.00 under the following terms:

Item	Amount
Unpaid March Rent	\$1,360.00
Offset Security Deposit	-680.00
Recover Filing Fee	50.00
Total Monetary Order	\$730.00

The landlord is provided with this order in the above terms and the tenant(s) must be served with this order as soon as possible. Should the tenant(s) 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.

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: April 27, 2015

Residential Tenancy Branch