



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP
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 from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1112 in order to enable the tenant to connect with this teleconference hearing scheduled for 1100. The landlord's agent 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 testified that the landlord served the tenant with the dispute resolution package on 23 March 2015 by registered mail. The agent provided me with a Canada Post tracking number that showed the same. On the basis of this evidence, I am satisfied that the tenant was deemed served with 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 2 March 2015 by posting the notice to 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 Scope of Application

The agent testified that the tenant vacated the rental unit at the end of March. The agent asked to amend the landlord's application to withdraw the request for an order of possession.

Paragraph 64(3)(c) allows me to amend an application for dispute resolution.

As there is no prejudice to the tenant in allowing the landlord to withdraw the claim for an order of possession, the amendment is allowed.

The landlord requests compensation for damages or losses in relation to the condition in which the tenant left the rental unit. At the time of the application, the tenant had not yet left the rental unit. The landlord's claim was premature. As such, the landlord's claim for damages and losses in relation to the condition of the rental unit at the end of the tenancy is dismissed with leave to reapply.

Issue(s) to be Decided

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

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.

This tenancy began 1 August 2011. The parties entered into a written tenancy agreement dated 18 July 2011. Rent is due on the first of the month. The most recent monthly rent was \$868.70. The agent testified that the landlord continues to hold the tenant's pet damage deposit and security deposit (the deposits). The deposits total \$825.00 and were collected at the beginning of the tenancy.

On 2 March 2015, the landlord issued the 10 Day Notice to the tenant. The 10 Day Notice was dated 2 March 2015 and set out an effective date of 15 March 2015. The 10 Day Notice set out that the tenant failed to pay \$868.70 in rent that was due on 1 March 2015.

The agent testified that the landlord has not received any payments toward the tenant's rent arrears since 2 March 2015. The agent testified that the tenant did not provide any receipts for emergency repairs to the landlord. The agent testified that there are no outstanding orders of this Branch in relation to this tenancy.

Analysis

The agent has provided sworn and uncontested testimony that the tenant has unpaid rental arrears totaling \$868.70. I find that the landlord has proven its entitlement to the rent arrears. The landlord is entitled to a monetary order for the unpaid rent.

The agent testified that the landlord continues to hold the deposits totaling \$825.00, which were collected at the beginning of the tenancy. Over that period, no interest is payable. Although the landlord's application does not seek to retain the deposits, using the offsetting provisions of section 72 of the Act, I allow the landlord to retain the deposits 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 \$93.70 under the following terms:

Item	Amount
Unpaid March Rent	\$868.70
Offset Security Deposit	-825.00
Recover Filing Fee	50.00
Total Monetary Order	\$93.70

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 29, 2015

Residential Tenancy Branch