



Dispute Resolution Services

Page: 1

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 was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord has possession of the unit and no longer requires an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on August 1, 2015. Rent of \$975.00 is payable in advance on the first day of each month. Late rent and NSF fees of \$25.00 each are provided for in the tenancy agreement. At the outset of the tenancy, the Landlord collected \$5487.50 as a security deposit from the Tenant.

The Tenant’s rent cheque for January 2016 was returned NSF. On January 7, 2016 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the

“Notice”) by posting the Notice on the door. The effective date of the Notice is January 20, 2016. The Tenant paid rent for February 2016, was provided with a receipt for use and occupancy only from the Landlord and moved out of the unit on February 23, 2016. The Tenant did not make an application to dispute the Notice and has not paid the arrears. The Landlord claims unpaid rent and late and NSF fees for January 2016.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results.

Given the provisions of the tenancy agreement and based on the Landlord’s undisputed evidence of unpaid rent and NSF cheque, I find that the Landlord has substantiated a monetary entitlement to **\$975.00** in unpaid rent and **\$50.00** in late and NSF fees. The Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,125.00**. Deducting the security deposit plus zero interest of **\$487.50** from the entitlement leaves **\$637.50** owed by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$487.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$637.50**. If necessary, this order may be filed in the Small Claims 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 09, 2016

Residential Tenancy Branch

