



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an Order of Possession for unpaid rent, pursuant to section 55; and
- a monetary order for unpaid rent, pursuant to section 67.

The tenant did not attend this hearing, which lasted approximately 31 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. "Witness AS" testified on behalf of the landlord at this hearing and the landlord had an opportunity to ask him questions.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package on May 26, 2016, by way of registered mail to an address provided by the tenant at the time she was vacating the unit. The landlord said that the tenant refused to provide her forwarding address in writing. Witness AS testified that he was present when the tenant verbally provided her mailing address to the landlord on April 29, 2016, and confirmed that he signed a witness statement to this effect on May 25, 2016, which was provided for this hearing. The landlord provided a Canada Post receipt and tracking number with this application. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served at a forwarding address provided by her, with the landlord's application on May 31, 2016, five days after its registered mailing.

At the outset of the hearing, the landlord confirmed that she did not require an order of possession as the tenant had already vacated the rental unit. Accordingly, this portion of the landlord's application is dismissed without leave to reapply.

### Issues to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

### Background and Evidence

The landlord testified regarding the following facts. This tenancy began on December 1, 2015 and ended on April 30, 2016. Monthly rent in the amount of \$1,775.00 was payable on the first day of each month. The rent for the last month of tenancy, April 2016, was due on the 15<sup>th</sup> day of the month, as per a written document from the landlord. A security deposit of \$900.00 was paid by the tenant and the landlord continues to retain this deposit. A written tenancy agreement was signed by both parties and a copy was provided for this hearing.

The landlord seeks a monetary order of \$1,331.25 for unpaid rent for April 2016, the time during which the tenant was still living in the rental unit. The landlord said that the tenant only made a partial payment of \$443.75 on April 5, 2016, towards rent for April 2016. The landlord said that the tenant owes a balance of \$1,331.25 for the remainder of April 2016 rent.

### Analysis

Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. However, section 7(2) of the *Act* places a responsibility on a landlord claiming compensation for loss resulting from a tenant's non-compliance with the *Act* to do whatever is reasonable to minimize that loss.

The landlord provided undisputed evidence that the tenant failed to pay rent of \$1,331.25 for April 2016. Accordingly, I find that the landlord is entitled to \$1,331.25 in unpaid rent from the tenant.

The landlord continues to hold the tenant's security deposit of \$900.00. Over the period of this tenancy, no interest is payable on the deposit. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's entire security deposit of \$900.00 in partial satisfaction of the monetary award.

### Conclusion

The landlord's application for an order of possession is dismissed without leave to reapply.

I order the landlord to retain the tenant's entire security deposit of \$900.00 in partial satisfaction of the monetary award.

I issue a monetary order in the landlord's favour in the amount of \$431.25 against the tenant. The tenant must be served with this Order as soon as possible. Should the tenant 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 21, 2016

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Residential Tenancy Branch