



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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, and a monetary order for unpaid rent, pursuant to section 67.

While the landlord attended the hearing by way of conference call, the tenant did not. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that the tenant was personally served with the application for dispute resolution hearing package on April 29, 2017. In accordance with section 89 of the Act, I find that the tenant was duly served with the landlord's application.

The landlord testified that the tenant was served with the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated March 8, 2017 ("10 Day Notice"), on March 8, 2017, by way of posting to the rental unit door. In accordance with sections 88 and 90 of the Act, I find the tenant deemed served with the landlord's 10 Day Notice on March 11, 2017, three days after its posting.

As the landlord indicated in the hearing that the tenant had moved out on April 29, 2017, the landlord withdrew his application for an Order of Possession.

### **Issue(s) to be Decided**

Is the landlord entitled to monetary compensation for unpaid rent?

Is the landlord entitled to recovery of his filing fee?

### **Background and Evidence**

The landlord testified regarding the following facts. This fixed-term tenancy began on August 1, 2016 with monthly rent set at \$520.00. The landlord collected, and still holds, a security deposit in the amount of \$260.00 for this tenancy. The tenant moved out on April 29, 2017 after being served with the landlord's application for dispute resolution.

The landlord issued the 10 Day Notice, indicating an effective move-out date of March 24, 2017. The landlord provided undisputed testimony that the tenant has not paid any of the outstanding rent since the 10 Day Notice was issued. The tenant still owes \$220.00 for March 2017 rent and \$520.00 for April 2017. The total outstanding rent is \$740.00. The landlord is also seeking a \$15.00 per month late fee, which is stated as an additional term on the tenancy agreement signed by both parties on September 2, 2016.

### **Analysis**

The landlord's agents provided undisputed evidence that the tenant failed to pay the outstanding rent in the amount of \$740.00. Therefore, I find that the landlord is entitled to \$740.00 in outstanding rent for this tenancy plus \$30.00 in late fees. I find the landlord is also entitled to recover the \$100.00 filing fee for this application.

The landlord continues to hold the tenant's security deposit of \$260.00. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's security deposit in partial satisfaction of the monetary claim.

### **Conclusion**

I issue a \$610.00 Monetary Order in favour of the landlord, which allows the landlord to recover unpaid rent and late fees, and also allows the landlord to retain the tenant's security deposit in partial satisfaction of the monetary claim.

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.

The landlord's application for an Order of Possession based on the 10 Day Notice is withdrawn.

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: May 18, 2017

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Residential Tenancy Branch