



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR; MNR; MNSD; FF

Introduction

This is the Landlord's Application for Dispute Resolution seeking an Order of Possession; a monetary award for unpaid rent; to apply the security deposit towards his monetary award; and to recover the cost of the filing fee from the Tenant.

This matter was scheduled to be heard by teleconference on May 24, 2017, at 11:00 a.m. The Landlord signed into the teleconference; however, the Tenant did not. The teleconference remained open for 18 minutes.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that he served the Tenant with the Notice of Hearing documents and copies of his documentary evidence, by hand delivering the documents to the Tenant at the rental unit on April 21, 2017. Based on the affirmed testimony of the Landlord, I am satisfied that the Tenant was duly served with the documents and the Hearing continued in the Tenant's absence.

The Landlord confirmed that his name was given incorrectly on the Application (his surname was placed in the box where his first name was to be recorded, and vice versa). A copy of the Notice to End Tenancy was provided in evidence which correctly identified the Landlord's name. I amended the Landlord's Application to reflect his correct name.

The Landlord stated that the Tenant moved out of the rental unit on April 24, 2017. Therefore, the Landlord no longer requires an Order of Possession and this part of his Application is dismissed.

Issue(s) to be Decided

1. Is the Landlord entitled to a monetary award for unpaid rent for the month of April, 2017?
2. If so, may the Landlord apply the security deposit towards his monetary award?

Background and Evidence

The Landlord gave the following relevant testimony with respect to his Application:

This tenancy began on November 1, 2014. Monthly rent at the beginning of the tenancy was \$1,100.00. The Tenant paid a security deposit in the amount of \$550.00 in October, 2014, which is still being held by the Landlord. The current monthly rent is \$1,234.80.

The Landlord served the Tenant with a Notice to End Tenancy for Unpaid Rent on April 12, 2017, by hand delivering the document to the Tenant with a witness present. The Notice provides that the Tenant did not pay rent for the month of April, 2017, in the amount of \$1,234.80.

The Tenant has not paid any of the outstanding rent for April, 2017. The Tenant moved out of the rental unit without providing a forwarding address to the Landlord.

Analysis

Based on the Landlord's undisputed affirmed testimony, I find that the Landlord is entitled to a monetary award in the amount of \$1,234.80, representing unpaid rent for the month of April, 2017.

The Landlord's Application has merit and therefore I find that he is entitled to recover the cost of the filing fee from the Tenant.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit towards his monetary award.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent for April, 2017	\$1,234.80
Recovery of the filing fee	\$100.00

Less set-off of the security deposit	<u>\$550.00</u>
TOTAL	\$784.80

Conclusion

The Landlord is hereby provided with a Monetary Order in the amount of **\$784.80** for service upon the Tenant. This Order may be enforced in the Provincial Court of British Columbia (Small Claims Court) after service upon the Tenant.

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 24, 2017

Residential Tenancy Branch