



Dispute Resolution Services

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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 dealt with an Application for Dispute Resolution by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on March 4, 2014, the tenant did not appear. A Canada post tracking number was provided as evidence. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Preliminary Matter

At the outset of the hearing, the landlord's agent stated the tenant vacated the rental premises on March 31, 2014, and an order of possession is no longer required.

Issues to be Decided

- Is the landlord entitled to a monetary order for unpaid rent?
- Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?
- Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

Based on the testimony of landlord's agent, I find that the tenant was served with a notice to end tenancy for non-payment of rent on February 4, 2014, by posting on the

door. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord's agent stated the tenant did not pay rent for February or for March 2014 and they seek to recover unpaid rent in the amount of \$2,620.00.

The landlord stated they also incurred NSF fees as the tenant issued two rent cheques in February 2014, and both cheques were returned by the bank. The landlord seeks to recover the amount of \$50.00.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

Although the tenant vacated the rental unit and an order of possession is no longer required. The tenant failed to pay rent for February and March 2014.

I find that the landlord has established a total monetary claim of \$2,720.00 comprised of unpaid rent, NFS fees and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of \$642.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2,077.50.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy. The tenant vacated the rental unit and an order of possession is no longer required.

The landlord is granted a monetary order and may keep the security deposit and in partial satisfaction of the claim. I grant a formal monetary order for the balance due.

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: April 22, 2014

Residential Tenancy Branch

