



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

### Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent; a Monetary Order for unpaid rent and utilities; a Monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement; to retain all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution. At the beginning of the hearing the Agent for the Landlord withdrew the application for an Order of Possession for Unpaid Rent and a Monetary Order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the address noted on the Application, on September 25, 2008. A receipt, with tracking number was submitted as evidence. The Canada Post website shows the mail was not delivered to the recipient. These documents are deemed to have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a Monetary Order for unpaid rent and utilities; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Act*.

### Background and Evidence

The Agent for the Landlord stated that the Tenant was required to pay monthly rent of \$820.00 plus hydro, and that the Tenant paid a security deposit of \$410.00 on April 30, 2008.

The Agent for the Landlord stated that a One Month Notice to End Tenancy for Cause, which had an effective date of October 31, 2008, was posted on the front door of the rental unit on September 09, 2008. The Agent stated that the Tenant did vacate the rental unit sometime between October 19, 2008 and October 23, 2008.

The Agent for the Landlord stated that the Tenant still owes \$820.00 in rent from September of 2008, \$820.00 in rent from October of 2008, and \$45.43 in hydro charges.

### Analysis

In the absence of evidence to the contrary, I find that the Tenant has not paid rent and utilities in the amount of \$1,685.43.

I find that the Landlords application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

I find that the Landlord is entitled to retain the Tenant's security deposit plus interest, in the amount of \$413.04, in partial satisfaction of the monetary claim.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,735.43, which is comprised on \$1685.43 in unpaid rent and utilities, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$413.04, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a Monetary Order for the balance of \$1,322.39. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: October 27, 2008