



Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: OPR, MNR, MNSD, MNDC, FF.

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- A monetary order to recover unpaid rent pursuant to Section 67;
- An order of possession pursuant to Section 55;
- An order to retain the security deposit plus interest pursuant to Section 38;
- An order to recover the cost of filing the Application for Arbitration pursuant to Section 72.

The notice of hearing dated December 12, 2008 was served to the tenant on December 16, 2008 by registered mail. Despite having been served the notice of hearing, the tenant did not show up for the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached. At the start of the hearing, the landlord stated that the tenant had moved out on an unknown date, prior to December 31, 2008 and hence the landlord withdrew the landlord's application for an order of possession. The tenant did not leave a forwarding address.

Issues to be decided

- Is the landlord entitled to a monetary order to recover unpaid rent, the filing fee and to retain the security deposit in satisfaction of this claim?

Background and Evidence

The landlord testified that the tenant paid a security deposit of \$725.00 on June 01, 2006 and the tenancy started on July 01, 2006. The monthly rent was set at \$780.00 due in advance on the first day of the month. In December, the tenant paid partial rent in the amount of \$390.00 and owed a balance of \$390.00. Upon failing to pay the balance owed, on December 02, 2008, the landlord served the tenant with a ten day

notice to end tenancy, by posting the notice on the tenant's front door. The effective date of the notice was December 12, 2008. The landlord is making a claim of \$465.00 which includes the balance of rent owed, a late fee of \$25.00 and the filing fee of \$50.00.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. I find that the landlord is entitled to rent owed in the amount of \$390.00 for December. I also find that the landlord is entitled to the late fee of \$25.00 and the filing fee of \$50.00, for a total of \$465.00. I order that the landlord retain this amount from the security deposit and interest of \$749.13 in full satisfaction of the landlord's claim.

Conclusion

The landlord is entitled to retain \$465.00 from the security deposit.

Dated January 16, 2009.

Dispute Resolution Officer