



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, FF, O

Introduction

This hearing dealt with applications by both the Landlord and the tenant pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and a monetary order for unpaid rent and the filing fee. The tenant applied for “other” and states in the details that the landlord has asked her to move out for landlord’s use of the rental unit.

Despite having applied for dispute resolution, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

At the start of the hearing, the landlord stated that the tenant had moved out on May 10, 2009 and therefore the landlord withdrew her application for an order of possession. The landlord requested leave to amend her application to include the retention of the security deposit. The tenant did not leave a forwarding address.

Issues to be decided

Is the landlord entitled to unpaid rent, the filing fee and to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on April 01, 2009. The monthly rent was \$755.00 due in advance on the first day of the month. Prior to moving in the tenant paid a security deposit of \$370.00. The tenant failed to pay rent for April 2009 and the landlord made repeated requests to the tenant for rent for April.

On April 15 and April 23 the tenant made payments of \$250.00 and \$160.00 respectively, towards rent. On April 27, 2009 the landlord served the tenant with a ten day notice to end tenancy for the unpaid balance of rent in the amount of \$345.00.

The landlord has applied for a monetary order for the following:

1.	Balance of rent for April	\$345.00
2.	Rent for May	\$755.00
3.	Filing fee	\$50.00
	Total	\$1100.00

The landlord is also requesting that she be allowed to retain the security deposit in partial satisfaction of her monetary claim.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. Section 26 of the *Residential Tenancy Act*, states that a tenant must pay rent when it is due under the tenancy agreement.

In the absence of evidence to the contrary, I find that the tenant did not pay full rent for April 2009 and therefore the landlord is entitled to the balance of rent for April in the amount of **\$345.00**. The tenant moved out on May 10, 2009 and the landlord was able to rent the unit for June 01, 2009. I find that the landlord is entitled to loss of income for May in the amount of **\$755.00**. Since the landlord has proven her case, I find that she is also entitled to the recovery of her filing fee, in the amount of **\$50.00**.

I order that the landlord retain the security deposit of \$370.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of **\$780.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order in the amount of **\$780.00**. The tenant's application is hereby dismissed in its entirety.

Dated June 19, 2009.

Dispute Resolution Officer