



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, FF (MNSD)

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession, a Monetary Order to recover unpaid rent and a Monetary Order to recover the filing fee. The Landlord stated at the outset that the tenant was in the process of moving out of the property. Therefore, they withdraw their request for an Order of Possession and request a Monetary Order to keep all of the security deposit plus any accrued interest in partial payment towards outstanding rent.

The landlords' agent served the tenant in person on June 13, 2009 with a copy of the Application and Notice of Hearing. I find that the tenant was properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the tenants' absence.

The agent for the landlord appeared, was provided the opportunity to present their evidence orally, in written form, documentary form and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Are there arrears of rent and if so, how much?
- Is the landlord entitled keep all or part of the tenants' security deposit?
- Whether the landlord is entitled to a Monetary Order to recover the filing fee?



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Background and Evidence

This tenancy started on October 02, 2008. Rent is \$1,100.00 per month payable on the 1st of each month. The tenant failed to pay all of the rent for April and did not pay rent for May and June. On June 02, 2009 the landlord served the tenant with a 10 day Notice to End tenancy for unpaid rent. The landlord gave sworn testimony that the 10 day Notice was posted on the tenants' door. Therefore, the tenant was deemed to have received this Notice three days after service.

Analysis

In the absence of any evidence from the tenant, I find that the landlord is entitled to recover rent arrears for April, 2009 of \$400.00 and for May and June, 2009 of \$2,200.00 I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's security deposit in partial payment of the rent arrears.

As the landlord has been successful in this matter, he is also entitled to recover his \$50.00 filing fee for this proceeding.

The landlord will receive a monetary order for the balance owing as follows:

| | |
|--|-------------------|
| April May and June, 2009 outstanding rent: | \$2,600.00 |
| Filing fee | \$50.00 |
| Less security deposit and accrued interest | (-552.07) |
| Total amount due to the landlord | \$2,097.93 |



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Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$2,097.93**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

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: June 29, 2009.

Dispute Resolution Officer