

## **Dispute Codes:**

MND

MNR

MNSD

FF

## **Introduction**

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

This is the Landlord’s application for a Monetary Order for damage to the unit and unpaid rent; to keep the security deposit; and to recover the cost of the filing fee from the Tenant.

I reviewed the evidence provided prior to the Hearing. The Landlord gave affirmed testimony and the Hearing proceeded on its merits.

## **Preliminary Matter**

At the onset of the Hearing, the Landlord withdrew his application for a monetary order for damages to the rental property.

## **Issues to be Decided**

- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to retain the security deposit paid by the Tenant?

## **Background and Evidence**

### **Landlord’s testimony and evidence**

The Tenant vacated the rental unit at some point between May 2, and May 5, 2009. On May 25, 2009, the Tenant provided the Landlord with a forwarding address. On June

11, 2009, the Landlord mailed the Tenant the Notice of Hearing package, via registered mail, to the Tenant's forwarding address. The Landlord provided a tracking number for the documents.

The monthly rent was \$1,750.00. The Tenant paid a security deposit in the amount of \$875.00 on October 15, 2008. The Tenant is in arrears of rent in the amount of \$250.00 for the month of February, together with \$1,750.00 for April, 2009 and \$1,750.00 for the month of May, 2009. The Landlord asked to retain the security deposit in partial satisfaction of the Landlord's monetary claim.

### **Analysis**

I accept the Landlord's testimony that he mailed the Tenant the Notice of Hearing documents by registered mail, to the Tenant's forwarding address on June 11, 2009. Section 90(a) of the Act deems service of documents by mail to be effected 5 days after mailing the documents. Therefore, I find that the Tenant was served with the Notice of Hearing documents on June 16, 2009. Despite being served, the Tenant did not sign into the conference and the Hearing proceeded in her absence.

Based on the evidence of the Landlord, and in the absence of the Tenant, I find that the Landlord has established a monetary claim for unpaid rent. Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit, together with accrued interest, towards partial satisfaction of his claim.

The Landlord has been successful in his application and is entitled to recover the cost of the filing fee from the Tenant.

The Landlord has established a monetary order, as follows:

Unpaid rent per Landlord's application (Feb, April, May)	\$3,750.00
Filing fee	50.00
Subtotal	\$3,800.00
Less security deposit and interest in the amount of \$2.80	-\$877.80
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$2,922.20</b>

<b>OF SECURITY DEPOSIT</b>	
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**Conclusion**

The Landlord's application for a monetary order for damages is dismissed as abandoned.

Pursuant to Section 67 of the Act, I hereby grant the Landlord a Monetary Order against the Tenant in the amount of \$2,922.20. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

Dated: August 25, 2009.

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