



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MNR, MNSD

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords to obtain a Monetary Order for unpaid rent and an Order to keep all or part of the security deposit.

Service of the hearing documents, by the landlords to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on September 08, 2009. Mail receipt numbers were provided by the landlord. The tenant was deemed to be served the hearing documents on September 13, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave his testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

- Are there arrears of rent and if so, how much?
- Is the landlord entitled to keep all or part of the security deposit and interest?

## Background and Evidence

This tenancy started on April 01, 2009. This was a fixed term tenancy for six months and was due to end on September 30, 2009. The rent for this unit was \$800.00 per month and was due on the first of each month. The tenant paid a security deposit of \$400.00 on April 01, 2009.

The landlord states that the tenant abandoned the rental unit sometime in the first week of August, 2009. She moved her belongings out of the unit. The landlord discovered that the tenants rent cheque for July's payment had not been honoured by the bank as there were insufficient funds available. The tenant did not pay rent for August, 2009. The tenant moved from the property before the landlord could issue her with a 10 Day Notice to End tenancy for Unpaid Rent.

The landlord's evidence shows that the bank did return the tenants July rent payment due to insufficient funds available and the August rent payment cheque had been stopped at the bank.

## Analysis

The tenant did not appear at the hearing, despite having been sent a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I find that the landlords are entitled to recover rent arrears for July and August, 2009 of \$1,600.00 pursuant to s. 67 of the *Act*. The landlord's bank records clearly show the tenant did not have the funds available for Julys rent and had stopped the cheque for August rent. I **ORDER** the landlords pursuant to s. 38(4) of the *Act* to keep the tenants security deposit in partial payment of the rent arrears.



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

Outstanding rent for July and August, 2009	\$1,600.00
Total amount due to the landlords	\$1,200.00

### 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 **\$1,200.00**. The order must be served on the tenant 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: November 18, 2009.

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Dispute Resolution Officer