DECISION

Dispute Codes: OPC, OPR, MNR and FF

Introduction

This application was brought by the landlord seeking an Order of Possession pursuant to a one month Notice to End Tenancy for cause served on September 1, 2009 and a 10-day Notice to End Tenancy for unpaid rent served on September 11, 2009. The landlord also sought to recover the filing fee for this proceeding.

Despite having been served with the Notice of Hearing by posting on September 22, 2009, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

At the commencement of the hearing, the landlord advised that the tenant had vacated on November 1, 2009 and he withdrew the claim for an Order of Possession.

As a preliminary matter, as the unpaid rent was cited on the Notice to End of September 11, 2009, I have exercised the discretion granted under section 64(3)(c) of the *Act* to permit the landlord to amend his application to request a Monetary Order for the unpaid rent and authorization to retain the security deposit in set off against the balance owed.

However, I must dismiss with leave to reapply the landlord's amendments to his application which were received the day before the hearing and which made claim for loss or damage under the *Act* and damage to the rental unit.   This is because clause 2.5 of the Rules of Procedure requires that such amendment must be served on the tenant at least five days in advance of the hearing.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for unpaid rent, recovery of the filing fee and authorization to retain the security deposit in set off against the balance owed.

Background and Evidence

This tenancy began on May 1, 2008. Rent was $550 per month and the landlord holds a security deposit of $275 paid on or about May 1, 2008.

During the hearing, the landlord gave evidence that the Notice to End Tenancy was served after the tenant had failed to pay the rent for September 2009. In the interim, she did not pay the rent for October 2009, although she made a payment of $300 on October 4, 2009 against the outstanding September rent.

Analysis

I find that the landlord is entitled to a Monetary Order for the unpaid rent and recovery of the filing fee for this proceeding, and authorization to retain the security deposit in set off, calculated as follows:

September rent shortfall ($550 - $300 paid October 4, 2009)	$250.00
October rent	550.00
Filing fee	50.00
Sub total	$850.00
Less retained security deposit	- 275.00
Less interest (May 1, 2008 to date)	- 2.76
TOTAL	**$572.24**

Conclusion

Thus, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for $572.24 for service on the tenant.

The landlord remains at liberty to make application for damage and losses ascertained at the conclusion of the tenancy.