



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent and for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement, an Order to keep all or part of the security deposit and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on September 25, 2009. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant received the hearing documents on September 28, 2009.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present her 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*. The landlord was given the opportunity after the hearing to fax in a copy of the tenancy agreement in place with the tenant. All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

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

Background and Evidence

This fixed term tenancy started on February 14, 2009. This was a fixed term tenancy for one year and was due to end on February 15, 2010. Rent for this property was \$1,250.00 per month and was due on the first of each month. The tenant paid a security deposit of \$650.00 on February 04, 2009. The tenant left the rental unit around October 18 or 19, 2009 without providing the landlord with written notice to end the tenancy early.

The landlord testifies that the tenant owed \$200.00 for the balance of rent for August, 2009 and did not pay rent for September or October, 2009. The landlord testifies that the tenant continually promised to pay the outstanding rent and so she did not issue the tenant with a 10 Day Notice to End Tenancy for unpaid rent. In October, 2009 the landlord discovered that the tenant had moved from the rental property and did not leave the landlord with a forwarding address. The landlord sent the tenant notice of this hearing and the package was forwarded by Canada Post to the tenant however the landlord believes this service has now been stopped as the tenants mail continues to arrive at the rental property

The landlord seeks to keep the tenants security deposit in partial satisfaction of the outstanding rent and to recover the \$50.00 filing fee paid for this application.

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 landlord is entitled to recover rent owed for August, 2009 of \$200.00 and rent for September and October, 2009 of \$2,500.00 to a total amount of **\$2,700.00** pursuant to s. 67 of the *Act*.

I Order the landlord to keep the tenants' security deposit of **\$650.00** in partial satisfaction of the outstanding rent pursuant to s. 38 of the *Act*.



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As the landlord has been successful in this matter, she is also entitled to recover the **\$50.00** filing fee for this proceeding pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

Outstanding rent, for August, September and October, 2009	\$2,700.00
Less security deposit	(-\$650.00)
Total amount due to the landlord	\$2,100.00

Conclusion

I HEREBY FIND in favor of the landlords monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for **\$2,100.00**. 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: January 11, 2010.

Dispute Resolution Officer