



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes            OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent, an Order to keep all or part of the security deposit and to recover the cost of the filing fee. At the outset of the hearing the landlord stated that the tenants have moved out and therefore they withdrew their application for an Order of Possession and for money owed or compensation for damage or loss under the Act.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, given in person to the tenants on January 14, 2010.

The landlords agent 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 tenants, 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

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to keep the tenants security deposit?

### Background and Evidence

This month to month tenancy started on May 01, 2009 and ended by mutual agreement on January 31, 2010. The rent for this unit was \$850.00 each month and was due on the first of the month. The tenants paid a security deposit of \$425.00 on May 01, 2009.



# Dispute Resolution Services

Page: 2

Residential Tenancy Branch  
Ministry of Housing and Social Development

The landlords' agent testifies that the tenants owed a balance of \$15.00 for rent for November, 2009 and did not pay the rent for January, 2010 on the day it was due. The landlord issued a 10 Day Notice to End Tenancy for unpaid rent on January 02, 2010. On January 07, 2010 the tenants paid \$400.00 of the outstanding rent owed for January.

On January 14, 2010 both Parties agreed to end the tenancy on January 31, 2010 and a copy of this agreement has been provided in evidence. The balance of outstanding rent is \$465.00.

The landlord has applied to keep the security deposit in partial payment of the outstanding rent and to recover the filing fee from the tenants.

## Analysis

The tenants did not appear at the hearing despite having notice of the hearing. Therefore in the absence of any evidence from the tenants I find that the tenants owe a balance of unpaid rent to the landlord of **\$465.00**, of which \$15.00 was outstanding in November, 2009 and \$450.00 was outstanding for January 2010. Based on this I uphold the landlords application for a Monetary Order pursuant to s.67 of the Act. The landlord may retain the tenants' security deposit of **\$425.00** in partial payment towards the rent arrears pursuant to section 38(4)(b).

As the landlord has been successful with their application I find that they are entitled to recover the **\$50.00** filing fee for the cost of this application pursuant to s. 72(1) of the Act.

The landlord is entitled to a Monetary Order as follows:

Unpaid rent for November, 2009 and January 2010	\$465.00
Less security deposit	(-\$425.00)
<b>Total amount due to the landlord</b>	<b>\$90.00</b>

## Conclusion



# Dispute Resolution Services

Page: 3

Residential Tenancy Branch  
Ministry of Housing and Social Development

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 **\$90.00**. 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: February 24, 2010.

---

Dispute Resolution Officer