

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on March 1, 2010, the tenant did not participate in the conference call hearing.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent?

Are the landlords entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

This fixed term tenancy began on August 1, 2009 and was to expire on August 1, 2010. Rent in the amount of \$1,000.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$500.00.

On January 14, 2010 the tenant gave the landlord a written notice to vacate the unit on February 28, 2010 however the tenant failed to pay rent in the month of February, 2010. On January 23, 2010, the parties signed a Mutual Agreement to End a Tenancy on February 28, 2010 at 12:01 p.m., and therefore, the landlord is not claiming for the balance of the fixed term. The tenant vacated the unit prior to February 28, 2010 and on February 4, 2010 the tenant's mother attended the unit to complete the condition inspection report for her daughter, and on that form the tenant's mother signed the report stating that she agreed the landlords could retain the entire security deposit. The tenant's mother also provided the tenant's forwarding address on that report.

The landlords applied for dispute resolution on March 1, 2010 claiming against the security deposit and for one month of unpaid rent.

Analysis

Based on the landlord's testimony I find that the landlord has established a claim for \$1,000.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I have no evidence before me that the tenant's mother had any authority to authorize the landlord to retain the security deposit however I also find that the landlord has made an application for dispute resolution within the time set out in the *Residential Tenancy Act*.

Conclusion

For the reasons set out above, I order that the landlord retain the security deposit and interest of \$500.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$550.00. This order may be filed in the Small Claims Court and enforced 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: June 10, 2010.

Dispute Resolution Officer