DECISION

<u>Dispute Codes</u>   OPR, MNR, MNSD, FF

<u>Introduction</u>

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 vacated the rental unit and he withdraws his application for an Order of Possession.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, given in person at the office of the tenant on April 22, 2010 by the landlord.

The landlord appeared, gave affirmed 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.

<u>Issues(s) to be Decided</u>

- Is the landlord entitled to a Monetary Order for unpaid rent?

- Is the landlord entitled to keep the security deposit?

<u>Background and Evidence</u>

This month to month tenancy started on February 15, 2008. Rent for this four bedroom property was $1,500.00 per month and was due on the first of each month. The tenant paid a security deposit of $750.00 on February 15, 2008. The tenant was a construction company who rented the property for their workers to reside in.

The landlord testifies that the tenant did not pay rent for February, 2010. On March 03, 2010 the tenant gave the landlord a cheque for $750.00 for partial rent for March, 2010; however this cheque was returned by the bank as there were insufficient funds to honour it. The landlord served the tenant with a 10 Day Notice to End Tenancy for unpaid rent on March 25, 2010. This was served in person to the tenant at their place of business. The amount of outstanding rent at that time was $3,000.00. The Notice stated that the tenant had five days to pay the outstanding rent, apply for dispute resolution or the tenancy would end on April 04, 2010.

The landlord testifies that the tenant did not pay the outstanding rent and also failed to pay rent for April, 2010. The tenant vacated the rental unit on or about May 01, 2010. The landlord seeks a Monetary Order for $4,500.00 in unpaid rent and seeks to apply the tenants' security deposit against this amount.

Analysis

The tenant did not appear at the hearing, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I find the landlord has provided sufficient evidence to support his claim for unpaid rent for February, March and April, 2010 of **$4,500.00**. I therefore uphold the landlords' application for a Monetary Order pursuant to section 67 of the *Act*.
I also Order, pursuant to Section 38(4)(b) of the *Act*, that the landlord may retain the full security deposit of **$750.00** plus accrued interest of **$9.87** towards the outstanding rent.

As the landlord has been successful with his claim I find he is also entitled to recover the **$50.00** filing fee paid for his application from the tenant pursuant to section 72(1) of the Act. A Monetary Order has been issued for the following amount:

Unpaid rent for February, March, April, 2010	$4,500.00
Subtotal	$4550.00
Less security deposit and accrued interest	(-$759.87)
Total amount due to the landlord	**$3,790.13**

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 **$3,790.13**. 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: June 15, 2010.

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Dispute Resolution Officer