

DECISION

Dispute Codes

MNSD MNR

Introduction

This hearing was convened in response to an application by the landlord for a monetary order for unpaid rent and to retain the security deposit.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by personal service in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing.

Issues(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

This tenancy ended in 2009. The landlord provided an original signed declaration from the tenant dated November 06, 2009. In the declaration the tenant has written and states that he has assigned the security deposit to the landlord and owes additional unpaid rent to him in the amount of \$2745, net of the security deposit. The declaration is signed and dated, and provides verifiable contact information for the tenant.

The landlord's undisputed testimony is that the tenant has not made any payment toward the debt since the declaration was signed. The landlord seeks a monetary order for the rental arrears.

Analysis

On the balance of probabilities and preponderance of the evidence before me of the landlord's undisputed testimony and evidence of the landlord, I find the landlord has

established his claim of rental arrears in the amount of \$2745. As the tenant has already assigned the security deposit to the landlord, in their declaration and in fact, I do not need to order the landlord may retain it.

Conclusion

I grant the landlord an order under Section 67 of the Act for the amount of **\$2745**. If necessary, 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*.