

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, FF

### **Introduction**

This hearing was initiated by way of a Direct Request Proceeding but was reconvened as a participatory hearing, by the Dispute Resolution Officer at the Direct Request Proceeding.

The reconvened hearing was held to address the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution. The Agent for the Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

The Agent for the Landlord and the Agent for the Tenant agreed that the Respondent with the initials "J.K." was only an occupant in this rental unit and should not have been named as a respondent in this matter. The Application for Dispute Resolution was amended to remove her as a respondent, with the consent of both parties.

### **Issue(s) to be Decided**

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### **Background and Evidence**

The Agent for the Landlord and the Agent for the Tenant agreed that this tenancy began on November 01, 1997; that the Tenant paid a security deposit of \$650.00 on October 01, 1997; that the Tenant was required to pay monthly rent of \$1,834.00 during the latter portion of the tenancy; and that rent was due on the first day of each month.

The Agent for the Landlord and the Agent for the Tenant agreed that the Tenant was served with a Ten Day Notice to End Tenancy for Unpaid Rent that declared the Tenant must vacate the rental unit by May 13, 2010 and that the Tenant did not vacate the rental unit until June 17, 2010.

The Agent for the Landlord and the Agent for the Tenant agreed that the Tenant did not pay rent for May or June of 2010. In the Application for Dispute Resolution the Landlord applied for unpaid rent from May of 2010.

### Analysis

Based on the undisputed evidence presented at the hearing, I find that the Tenant was required to pay monthly rent of \$1,834.00 on the first day of each month; that the Tenant occupied the rental unit during the month of May and a portion of the month of June of 2010; and that she did not pay rent for those months.

Section 26(1) of the *Act* requires tenants to pay rent to their landlord on the date it is due. I find that the Tenant was obligated to pay rent on May 01, 2010. As the Landlord has not applied for unpaid rent from June in the Application for Dispute Resolution, I will not make a finding on that matter. I do find that the Tenant must pay the Landlord \$1,834.00 in rent that was due on May 01, 2010.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

I find that the Landlord is entitled to retain the Tenant's security deposit plus interest, in the amount of \$734.37, in partial satisfaction of the monetary claim.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,884.00, which is comprised of \$1,834.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$734.37, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$1,149.63. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: July 22, 2010.

---

Dispute Resolution Officer