



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only. The tenant did not attend.

At the outset of the hearing the landlord testified that tenant had paid up all of the rent except for \$20.00 and that the landlord is no longer seeking an order of possession but only a monetary order for the outstanding rent and the filing fee. As such, the landlord's application is amended to exclude the request for an order of possession.

The landlord also testified the tenant was served with notice of this hearing on July 15, 2010 at 10:27 a.m. personally and that this service was witnessed by a third party.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for 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, 46, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on February 11, 2009 for a 1 year fixed term tenancy beginning on March 1, 2009 that converted to a month to month tenancy on March 1, 2010 for a monthly rent of \$850.00 due on the 1st of the month, a security deposit of \$425.00 was paid.

The landlord has also submitted a 10 Day Notice for Unpaid Rent issued to the tenant on July 3, 2010 with an effective vacancy date of July 13, 2010 for unpaid rent in the amount of \$575.00 due on July 1, 2010. The landlord submits the notice was served on the tenant by posting it on the door of the rental unit on July 3, 2010 and that this service was witnessed by a third party.

Analysis

Based on the landlord's testimony and in the absence of any contrary testimony from the tenant I accept the landlord's testimony that the tenant owes the landlord \$20.00 for overdue rent.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$70.00** comprised of \$20.00 rent owed and the \$50.00 fee paid by the landlord for this application. I order the landlord may deduct this amount from the security deposit and interest held in the amount of \$425.00 in satisfaction of this claim, leaving a balance for the security deposit of \$355.00.

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: September 03, 2010.

Dispute Resolution Officer