



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, OPB, MNR, MNSD, MNDC, 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's agent only. The tenant did not attend.

The landlord submitted documentary evidence confirming that service of the notice of hearing documents were served on the tenant on July 23, 2010 via registered mail. I accept that the tenant has been served in accordance with the *Residential Tenancy Act (Act)* for this hearing.

At the outset of the hearing the landlord's agent noted the tenant moved out of the rental unit on July 26, 2010 and as such there is no longer a need for an order of possession. The landlord's application is amended to exclude matters relating to an order of possession.

### 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 *Act*.

### Background and Evidence

The tenancy began on April 30, 2010 as a month to month tenancy for a monthly rent of \$1,100.00 due on the 1<sup>st</sup> of the month, a security deposit of \$550 was paid on April 1, 2010.

The landlord issued and served a 10 Day Notice to End Tenancy for Unpaid Rent on July 2, 2010 for unpaid rent in the amount of \$1,100.00 due on July 1, 2010. The effective date of the notice is July 15, 2010.

The landlord's agent testified that the tenant had indicated to her that he had done some work for the owner of the property and that he didn't have to pay rent. The agent,

who had taken over property management on July 1, 2010, contacted the owner of the property and the owner acknowledged the tenant had completed some work that was valued at \$287.00 but the landlord still requires the tenant to pay the balance of \$813.00 for the month of July, 2010.

The agent testified that the rental unit was left in such a condition that they were unable to rent the unit until September, 2010.

### Analysis

In the absence of any evidence or testimony from the tenant I accept the landlord's agent's testimony that the tenant owes the landlord the balance of \$813.00 for the month of July 2010.

In regard to the matters relating to the condition of the rental unit at the end of the tenancy, I find they are not a part of this application and note the landlord is at liberty to make a separate application for dispute resolution.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$863.00** comprised of \$813.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$550.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$313.00**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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: September 09, 2010.

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Dispute Resolution Officer