



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 an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim

The notice of hearing was served on the tenant on July 31, 2010, by registered mail. The landlord filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord called into the conference call hearing and was given full opportunity to present evidence and make submissions

The tenant moved out on August 02, 2010. Since the tenant has moved out, the landlord withdrew her application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim for unpaid rent, the filing fee and to retain the security deposit.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent, the filing fee and retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on July 01, 2009. The monthly rent was \$835.00 due in advance on the first of each month. The tenant paid a security deposit in the amount of \$417.50 and a pet deposit of \$200.00.

The tenant failed to pay rent on July 01, 2010 and on July 12, 2010 the landlord served the tenant with a ten day notice to end tenancy. The tenant moved out on August 02, 2010 leaving behind \$940.00 worth of damage for painting, cleaning and repairs. The landlord is claiming \$1,670.00 for the outstanding rent for the months of July and August 2010 plus \$50.00 for the filing fee.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. Section 26 of the *Residential Tenancy Act*, states that a tenant must pay rent when it is due under the tenancy agreement. In the absence of evidence to the contrary, I find that the tenant owes rent for the months of July and August in the amount of \$1,670.00. The landlord has proven her case and is therefore also entitled to the recovery of the filing fee in the amount of \$50.00.

The landlord has established a total claim of \$1,720.00. I order that the landlord retain the security deposit of \$417.50 and the pet deposit of \$200.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,102.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$1,102.50**.

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 17, 2010.

Dispute Resolution Officer