



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for unpaid rent, for an order permitting the landlord to retain the security deposit in partial satisfaction of the claim, and to recover the filing fee from the tenant for the cost of this application.

Despite being served with the Landlord Application for Dispute Resolution and notice of hearing documents by registered mail on May 12, 2010, the tenant did not attend the conference call hearing. An agent attended the hearing on behalf of the landlord, gave affirmed testimony, and provided evidence in advance of the hearing. All evidence presented by the landlord's agent have been reviewed and considered.

Issues(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

This month-to-month tenancy began on February 5, 2010. Rent in the amount of \$740.00 was payable in advance on the 1st day of each month, and the tenant paid a pro-rated amount of rent for the month of February, 2010, although the landlord's agent testified that the tenancy agreement was back-dated by both parties to the 1st of

February, 2010. The landlord also collected a security deposit from the tenant on February 19, 2010 in the amount of \$450.00.

The landlord's agent testified that during the weekend of April 24, 2010 she observed the tenant's father moving items out of the rental unit. She asked him if he was bringing the tenant new furniture, but he replied that he was moving his daughter out of the unit. He was surprised to hear that the landlord did not know the tenant was moving out. The landlord's agent attempted to contact the tenant, but she would not return her calls.

The landlord's agent also testified that a move-in condition inspection report was completed, and after not receiving any return calls from the tenant, a move-out condition inspection report was completed in the tenant's absence. No issues were noted after the tenant had vacated the unit. She testified that the unit was left very clean, and no damage was caused. The landlord is claiming one month of rent in the amount of \$740.00.

Analysis

The *Residential Tenancy Act* requires that the tenant provide the landlord with one month's written notice of the tenant's intention to vacate the rental unit. I find that the landlord has established that no notice was given, and the landlord has, therefore, established a claim for \$740.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

I order that the landlord retain the deposit and interest of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$340.00. 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*.

Dated: September 21, 2010.

Dispute Resolution Officer