



# 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 dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent, an Order to keep all or part of the security deposit and to recover the filing fee paid for this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on June 11, 2010. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on June 16, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords agent appeared, gave testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent?
- Is the landlord is entitled to keep all or part of the security deposit towards any rent arrears?



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## Background and Evidence

This tenancy started on November 01, 2005. This was a fixed term tenancy for one year. Rent was \$1,560.00 per month due on the 1<sup>st</sup> of each month. The tenant paid a security deposit on November 02, 2005 of \$750.00.

The tenant did not pay rent for July or August, 2009 to the sum of \$3,120.00. There was an agreement between the Parties that the tenancy would end on September 01, 2009 and the tenant would not have to pay rent for September, 2009. The tenant agreed to pay the sum of \$350.00 each month starting October 01, 2009 until the arrears of \$3,120.00 were paid. The tenant paid \$350.00 on October 03, 2009 but has failed to make any other payments since that time. The landlord seeks a monetary award to recover the rent arrears of \$2,770.00.

The landlord requests an Order to keep the tenants security deposit and any accrued interest in partial payment of the rent arrears.

## Analysis

The tenant has not appeared at the hearing despite having been sent a Notice of the hearing; I find the landlord is entitled to recover rent arrears for July and August, 2009 to a total amount of \$2,770.00 pursuant to s. 67 of the *Act*. I order the landlord pursuant to s. 38(4) of the *Act* to keep the tenant's security deposit of \$750.00 and accrued interest of \$26.54 in partial payment of the rent arrears.

The landlord will receive a monetary order for the balance owing as follows:



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Outstanding rent for July and August, 2009	\$2,770.00
Less security deposit and accrued interest	(-\$776.54)
Plus filing fee	\$50.00
Total amount due to the landlord	<b>\$2,043.46</b>

## Conclusion

I HEREBY FIND in favor of the landlords' monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for **\$2,043.46**. The order must be served on the tenant and is enforceable through the Provincial Court 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: October 25, 2010.

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Dispute Resolution Officer