



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This matter dealt with an application by the landlord for an Order of possession for unpaid rent, a Monetary Order to recover unpaid rent, and for money owed or compensation for damage or loss under the Residential Tenancy Act (Act). Regulations or tenancy agreement, an Order to keep the tenants security deposit and to recover the filing fee paid for this application. At the outset of the hearing the landlord states that the tenant has moved from the rental unit and he now only wishes to proceed with his application to keep the tenants security deposit. The landlord withdraws the remainder of his application.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and were hand delivered to the tenant on September 23, 2010.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

Is the landlord entitled to keep the security deposit?

Background and Evidence

Both parties agree that this month to month tenancy started on December 01, 2006 and ended on October 27, 2010. The monthly rent for this unit was \$625.00 per month and was



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due on the first of each month. The tenant paid a security deposit of \$310.00 on November 29, 2006.

At the outset of the hearing the landlord reduced his claim as the tenant has moved from the rental unit. The landlord seeks an Order to keep the tenants security deposit in payment of rent arrears.

The tenant agreed the landlord could keep the security deposit and any accrued interest.

Analysis

As the tenant has agreed that the landlord may keep the security deposit I find in favour of the landlords claim and Order the landlord pursuant to section 38 (4)(b) of the *Act* to keep the tenants security deposit of \$310.00 and accrued interest of \$9.52 to a total sum of **\$319.52.**

Conclusion

The landlord has been successful with his reduced application and is entitled to keep **\$319.52** of the tenants' security deposit.

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 27, 2010.

Dispute Resolution Officer