

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This is an application by the Landlord for a monetary order for unpaid rent and to keep the security deposit. The Landlord is also seeking the recovery of the filing fee.

Both parties appeared by conference call and gave affirmed testimony.

Issues(s) to be Decided

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

Is the Landlord entitled to keep the security deposit?

Background and Evidence

A Tenancy Agreement was signed on May 23, 2010 to begin on June 1, 2010. This Tenancy was for a fixed term for 6 months ending December 1, 2010. A monthly rent of \$850.00 was payable on or before the 1st of each month. A security deposit of \$425.00 was made on May 20, 2010.

The Landlord states that he is arrears for the month of August 2010 for \$600.00. A 10 day notice to end tenancy for unpaid rent was served August 25, 2010, with imperfections noted by the Tenant. For the month of September 2010 the Tenant has failed to the rent of \$850.00. Another 10 notice to end tenancy was served on the Tenant on September 3, 2010 for a move out date of September 13, 2010. The Tenant sent a letter to the Landlord stating that he would not move out until September 16, 2010. Both the Landlord and Tenant confirm that the rental unit was vacated on September 16, 2010. The Tenant does not dispute any of the Landlord's evidence. The Landlord is also seeking \$850.00 from the Tenant for failing to give him 1 months notice to end tenancy.

Analysis

I am satisfied that the 10 day notice to end tenancy and the hearing documents were properly served on the Tenant. Based upon the undisputed evidence of the Landlord I find that he has established a claim for the \$600.00 partial rent for August and the \$850.00 for October rent. I dismiss the Landlord's claim for \$850.00 for lack of notice to end tenancy by the Tenant. The Landlord's notice to end tenancy was accepted by the Tenant and as such the Landlord has no claim in this part.

As the Landlord has been substantially successful in his claim, he is entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$425.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$1,075.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$1,075.00.

The Landlord may retain the 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: November 01, 2010.

Dispute Resolution Officer