



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution to retain the security deposit.

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenant did not attend.

The agent testified that the Notice of Hearing documents were sent to the tenant's forwarding address via registered mail on August 19, 2009. Section 90 of the Residential Tenancy Act stipulates that documents served by mail are deemed received on the 5th day after they are mail. I am satisfied the tenant was served in accordance with the *Act* with notification of this hearing.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to retain all or part of the security deposit for unpaid rent, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The tenancy began as a month to month tenancy on March 13, 2009 for a monthly rent of \$404.00 due on the 1st of the month. A security deposit of \$439.00 was paid, based on market value of the rental unit. The landlord testified the rent at the end of the tenancy was \$595.00.

The landlord testified the tenant failed to pay rent for the months of July and August 2010 for total arrears of \$1,190.00. The landlord has applied only to retain the security deposit towards some of that debt.

Analysis

In the absence of any contradictory testimony from the tenant I accept the landlord's agent's testimony that the tenant failed to pay any rent for the months of July and August 2010.

I note the landlord has applied to retain the security deposit only and the landlord remains at liberty to make a subsequent application to claim any additional losses or damages the landlord may have suffered from this tenancy.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$439.00** comprised of some of the rent owed by the tenant.

I order the landlord may deduct the security deposit and interest held in the amount of \$439.00 in satisfaction of this claim.

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 15, 2010.

Dispute Resolution Officer