

Decision

Dispute Codes: MNSD

Introduction

This hearing was convened in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony.

Despite being served in person on December 8, 2010 with the application for dispute resolution and notice of hearing, the tenants did not appear.

Subsequent to the landlord's filing of her application, circumstances changed and during the hearing the landlord withdrew all aspects of her application with the exception of the application to retain the security deposit as an offset to her claim for unpaid rent.

Issues to be decided

- Whether the landlord is entitled to the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from June 15, 2010 to May 31, 2011. Monthly rent was \$1,100.00 and a security deposit of \$550.00 was collected near the outset of tenancy.

Arising from rent which was unpaid when due on December 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent dated December 2, 2010. The notice was served in person on the tenants on that same date. A copy of the notice was submitted into evidence. Subsequently, the tenants made no further payments toward rent and vacated the unit on or about December 13, 2010. The tenants failed to provide

the landlord with a forwarding address. The landlord testified that new tenants were found for the unit effective from December 15, 2010, and that she seeks to retain the security deposit in order to offset unpaid rent for the half month period of December 1 to 14, 2010. As previously stated, the landlord withdrew all other aspects of her original application.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established entitlement to a claim of \$550.00 for unpaid rent for the half month period from December 1 to 14, 2010. I order that the landlord retain the security deposit in this same amount in order to satisfy this entitlement.

Conclusion

Pursuant to all of the above, I order that the landlord **retain the security deposit** in the full amount of **\$550.00** in satisfaction of her claim for unpaid rent in this same amount.

DATE: December 29, 2010

Dispute Resolution Officer