

DECISION

Dispute Codes: MNR and FF

Introduction

This application was brought by the landlord on July 30, 2010 seeking a Monetary Order for unpaid rent and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on August 5, 2010, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for unpaid rent and recovery of the filing fee.

Background and Evidence

This tenancy began on April 1, 2009 and ended in mid November 2009. Rent was \$750 per month and the landlord held a security deposit of \$362.50 paid on March 29, 2009.

During the hearing, the landlord gave evidence that the tenant had authorized the landlord to retain the security deposit in set off against unpaid rent on the move-out condition inspection report signed on November 14, 2009..

The landlord stated that the tenant had vacated the rental unit after having been served in person with a 10-day Notice to End Tenancy on November 3, 2009 for unpaid rent for October 2009 and November 2009. She said the tenant had advised on or about October 1, 2009 that she would not be able to pay the October rent until the end of the month as she was awaiting a student loan. The tenant submitted documentation to the landlord showing that the loan payment would be made.

However, by November 3, 2009, neither the October nor November rents had been paid. The tenant relocated to another unit in the building, not managed by the landlord, in mid November. The landlord stated that the tenant had promised on May 7, 2010 to meet with her to discuss a repayment schedule but did not do so.

The landlord served the tenant with a demand letter for payment of the outstanding rent on June 18, 2010, but on receiving no reply, made the present application.

The landlord stated that, except for the present matter, the respondent had been an excellent tenant.

Analysis

Section 26 of the Act provides that:

“A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.”

Therefore, I find that the landlord is entitled to a Monetary Order calculated as follows:

October 2009 rent	\$ 725.00
November 2009 rent	725.00
Filing fee	<u>50.00</u>
Sub total	\$1,500.00
Less retained security deposit	- 362.50
TOTAL	\$1,137.50

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for **\$1,137.50** for service on the tenant.

December 29, 2010