



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to retain the security deposit in partial satisfaction of the claim and to recover the filing fee from the tenant for the cost of this application.

Despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on September 14, 2010, the tenant did not attend the conference call hearing. An agent appeared for the landlord company, gave affirmed testimony and provided evidence in advance of the hearing. All information and testimony provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent or utilities?
Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act* regulation or tenancy agreement?
Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

This month-to-month tenancy began on December 1, 2009. Rent in the amount of \$1,382.00 per month was payable in advance on the last day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$673.50.

The landlord's agent testified that on August 25, 2010 she received a written notice to vacate from the tenant which was dated August 23, 2010. The tenant intended to vacate on August 31, 2010, however in discussions with the landlord's agent she stated that she would be paying the rent for the month of September, 2010 and asked if the service elevator would be reserved for moving large items on August 29, 2010. The service elevator was made available and large furniture items were removed, but the tenant did not return.



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The landlord's agent testified that she posted to the door of the rental unit a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on September 2, 2010 however the agent testified that the tenant did not receive the notice and did not return to the unit after August 29, 2010. The landlord claims \$1,382.00 for one month of unpaid rent and \$25.00 for a late fee as set out in the tenancy agreement.

Analysis

In the circumstances, I find that the tenant abandoned the rental unit on August 29, 2010. I further find that the tenant is obligated to pay rent for the month of September, 2010. Section 45 of the *Residential Tenancy Act* states that the tenant is required to give the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice. I find that the landlord received the notice on August 25, 2010. I find that the landlord has established a claim for \$1,382.00 in unpaid rent and a late fee of \$25.00. The landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

I order that the landlord retain the security deposit and interest of \$673.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$783.50. This order may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

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: January 04, 2011.

Residential Tenancy Branch