



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNSD, MNDC, MNR, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by hand on March 7, 2011, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$3175.00, a request for an Order of Possession based on a Notice to End Tenancy for non-payment of rent, a request for recovery of the \$50.00 filing fee, and a request to retain the full security deposit towards this claim.

Background and Evidence

The applicant testified that:

- They no longer need an Order of Possession because the tenants moved out of the rental unit and return possession on March 15, 2011.

- Rent is set at \$1300.00 per month and the tenants were supposed to have paid a security deposit of \$650.00, however they only paid \$125.00 of that deposit.
- The tenants still owe \$525.00 rent for the month of November 2010.
- The tenants also failed to pay any rent in the months of February 2011 and March 2011.

The applicants are therefore requesting an order as follows:

November 2010 rent outstanding	\$525.00
March 2011 rent outstanding	\$1300.00
Late fees \$25.00 X 2	\$50.00
Filing fee	\$50.00
Total	\$3225.00

The applicant requests that she be allowed to keep the full security deposit of \$125.00 towards this claim and that a monetary order be issued for the difference of \$3100.00.

Analysis

It is my decision that I will allow the full amount claimed by the landlord. The tenants failed to pay the full November 2010 rent and did not pay any rent for the month of February 2011 and March 2011 and therefore they are liable for that full rent. I allow rent to the end of March 2011 as I find it very unlikely that the rental unit will be re-rented before that date.

I also allow the landlords claim for late fees because the tenancy agreement states that the tenant will pay a \$25.00 late fee if rent is late.

I further order recovery of the filing fee.

Conclusion

I have allowed the landlords full claim of \$3225.00. The landlord may therefore retain the full security deposit of \$125.00 and have issued a monetary order in the amount of \$3100.00.

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: March 22, 2011.

Residential Tenancy Branch