



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent and to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenants by posting the notice on the tenant's door on March 25<sup>th</sup>, 2011. The tenant did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord stated that the tenant moved out of the rental unit on April 8th, 2011. Therefore the landlord's application for an Order of Possession is dismissed.

### Issue(s) to be Decided

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

The rental unit consists of a room in a multi unit complex. Pursuant to a written agreement, the month to month tenancy started on March 31<sup>st</sup>, 2011.

The monthly rent of \$375.00 was payable on the first of each month and the tenant paid a security deposit of \$187.50.

The landlord testified that the tenant has not paid rent for November 2010, and February, March and April 2011 for an updated claim totalling \$1500.00. The landlord stated that he spoke with the tenant on the day she moved out, and that the tenant acknowledged receipt of the 10 Day Notice to End Tenancy and the notice of a dispute resolution hearing.

### Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Based on the available evidence I am satisfied that the tenant has not paid rent and that the landlord is entitled to a monetary order as claimed.

### Conclusion

Since the he was successful, I award the landlord recovery of the \$50.00 filing fee for a claim totalling \$1550.00. I authorize the landlord to keep the tenants' \$187.50 security deposit and pursuant to Section 67 of the Act, I grant the landlord a monetary order for the balance of \$1362.50.

This Order may be registered in the Small Claims Court 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: April 14, 2011.

---

Residential Tenancy Branch