



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, OPC, MNDC, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent, an Order of Possession for Cause; a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution. At the hearing the Agent for the Landlord withdrew the application for an Order of Possession and the application for compensation for unpaid rent from June of 2011, as the Tenant vacated the rental unit on June 01, 2011.

The Agent for the Landlord stated that she personally served the Tenant with copies of the Application for Dispute Resolution and Notice of Hearing on May 17, 2011. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

At the hearing the Agent for the Landlord applied to amend the Application for Dispute Resolution, by changing the rental unit number from 216 to 218. I find that this is an obvious clerical error and that the amendment will not unreasonably disadvantage the Tenant, and I have amended the Application for Dispute Resolution accordingly.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent from May of 2011; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The Agent for the Landlord stated that this tenancy began on January 15, 2009; that the Tenant was required to pay monthly rent of \$920.00 on the first day of each month during the latter portion of this tenancy; and that the Tenant paid a security deposit of \$450.00. The Agent for the Landlord stated that the Tenant has not paid any rent for May of 2011.

The Agent for the Landlord stated that she put a Ten Day Notice to End Tenancy for Unpaid Rent, which had a declared effective date of May 15, 2011, on the front door of the rental unit on May 05, 2011. The Notice declared that the Tenant owed \$920.00 in rent that was due on May 01, 2011.

The Agent for the Landlord stated that she put a One Month Notice to End Tenancy for Cause, which had a declared effective date of May 31, 2011, on the front door of the rental unit on April 16, 2011.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement with the Landlord and that during the latter portion of the tenancy the Tenant was required to pay monthly rent of \$920.00 on the first day of each month. Section 26(1) of the *Act* requires tenants to pay rent to their landlord.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant has not paid rent for May of 2011. As the Tenant was required to pay rent on May 01, 2011, I find that the Tenant must pay \$920.00 in rent to the Landlord for May of 2011.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$970.00, which is comprised of \$920.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Pursuant to section 72(2) of the *Act*, I hereby authorize the Landlord to retain the Tenant's security deposit, in the amount of \$450.00, in partial satisfaction of the monetary claim. Based on these determinations I grant the Landlord a monetary Order for the balance of \$520.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: June 09, 2011.

Residential Tenancy Branch

