



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent, an Order to keep all or part of the security deposit and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, and was given to the tenant in person on March 23, 2011.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent?

### Background and Evidence

The landlord testifies that this month to month tenancy started on November 15, 2010. Rent for this unit was \$680.00 per month and was due on the 1<sup>st</sup> day of each month in advance. The tenant paid a security deposit of \$340.00 on October 27, 2010.

The landlord testifies that the tenant gave written Notice to end his tenancy dated February 28, 2011. This notice gave an effective date that the tenant intended to move from the rental unit as of March 15, 2011. In this letter the tenant gives his permission for the landlord to keep his security deposit of \$340.00 towards his rent up to March 15, 2011. A copy of the letter has been provided in evidence.

The landlord seeks to recover the reminder of rent for March, 2011 of \$340.00 as the tenancy could not legally end until March 31, 2011. The landlord also requests that he be allowed to keep the security deposit of \$340.00 as agreed by the tenant.

### Analysis

The tenant did not appear at the hearing to dispute the landlords' claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have considered the landlords documentary evidence and affirmed testimony of the landlords' agent. S. 26 of the *Act* states:

*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.*

The landlords' agent has testified that rent is due on the 1<sup>st</sup> day of each month and the tenant failed to pay rent for March, 2011. S. 45(1) of the *Act* states that a tenant may end a periodic tenancy by giving 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. As the tenant effectively ended the tenancy on March 15, 2011 he is still liable to pay rent up to the end of March as this is the earliest he could have legally ended the tenancy by giving the landlord one clear months Notice. Consequently, I find the landlord is entitled to recover rent arrears **\$680.00.**

As the tenant did agree in his Notice letter that the landlord may keep his security deposit of \$340.00 I will offset this amount from the rent owed and I issue the landlord with a monetary order for the balance owed of **\$340.00** pursuant to section 67 of the *Act*.

As the landlord has been successful with his claim I find he is entitled to recover the **\$50.00** filing fee from the tenant pursuant to section 72(1) of the *Act*.

### Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for \$390.00 which comprises of \$340.00 in outstanding rent and the \$50.00 filing fee. The order must be served on the respondent and is enforceable through the Provincial Court 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: July 11, 2011.

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Residential Tenancy Branch