



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord testified that the hearing documents were served upon the tenant via registered mail sent to the rental unit on August 23, 2011. The landlord confirmed that the tenant was residing at the rental unit until August 27, 2011. The landlord provided a registered mail tracking number as evidence and testified the mail was not returned. I found the tenant sufficiently served and I proceeded to hear from the landlord without the tenant present.

At the commencement of the hearing the landlord explained that the tenant left the keys and abandoned the unit on August 27, 2011. The landlord testified that the tenant's remaining possessions have been removed and put into storage. I found that an Order of Possession is no longer required and I do not provide one with this decision. The remainder of this decision pertains to the landlord's monetary claim only.

### Issue(s) to be Decided

1. Is the landlord entitled to unpaid rent for August 2011?
2. Is the landlord authorized to retain the tenant's security deposit in partial satisfaction of the rent owed?

### Background and Evidence

The tenancy commenced in June 2008 and the tenant paid a \$297.50 security deposit on May 14, 2008. At the beginning of the tenancy the monthly rent was \$595.00 and then increased to \$605.00 starting June 2010 pursuant to a Notice of Rent Increase. The tenant's rent cheque for August 2011 was returned for insufficient funds. The landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) on the tenant's door on August 14, 2011. The tenant did not pay the outstanding rent or dispute the Notice.

The landlord provided a copy of the the tenancy agreement; Notice of Rent Increase; returned rent cheque for August 2011; and, 10 Day Notice as evidence for this proceeding.

### Analysis

Based upon the evidence before me, I am satisfied the landlord is entitled to recover unpaid rent of \$605.00 from the tenant for the month of August 2011 and I award that amount to the landlord. I further award the filing fee to the landlord. I authorize the landlord to retain the tenant's security deposit and accrued interest of \$2.83 in partial satisfaction of the unpaid rent.

In light of the above, I provide the landlord with a Monetary Order calculated as follows:

Unpaid rent – August 2011	\$ 605.00
Filing fee	50.00
Less: security deposit and interest	<u>(300.33)</u>
Monetary Order	\$ 354.67

The Monetary Order must be served upon the tenant and may be enforced in Provincial Court (Small Claims) as an Order of the court.

### Conclusion

The landlord has been authorized to retain the security deposit and interest. The landlord has also been provided a Monetary Order for the balance of \$ to serve upon the tenant.

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: September 23, 2011.

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Residential Tenancy Branch