



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MNSD, 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 filing fee paid for this application. At the outset of the hearing the landlord stated that the tenants have moved out and she withdraws her application for an Order of Possession.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, sent via registered mail on August 05, 2011. Mail receipt numbers were provided in the landlord's documentary evidence. The tenants are deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present her 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.

Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent?
- Is the landlord is entitled to keep all or part of the security deposit towards any rent arrears?

Background and Evidence

This month to month tenancy started on August 01, 2010. Rent was \$1,025.00 per month due on the 1st of each month. The tenants paid a security deposit on August 01, 2010 of \$512.50.

The landlord states the tenants were served with a One Month Notice to End Tenancy for cause on July 21, 2011. The tenants did not dispute this Notice and moved from the rental unit on August 21, 2011, 2011. The landlord testifies that the tenants failed to pay rent for August, 2011 to the sum of \$1,025.00. (Copy of agreement provided in evidence.)

The landlord requests an Order to keep the tenants security deposit in partial payment of the rent arrears and seeks to recover the \$50.00 filing fee paid for this application. The landlord also seeks to recover the costs associated with sending the hearing documents to the tenants by registered mail to the sum of \$32.49.

Analysis

The tenants 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 carefully considered the landlords documentary evidence and affirmed testimony before me.

Section 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.*

From the evidence provided by the landlord I find she has established her claim for unpaid rent for August, 2011 and is therefore entitled to a monetary award of \$1,025.00.

I order the landlord pursuant to s. 38(4)(b) of the Act to keep the tenant's security deposit of **\$512.50** in partial payment of the rent arrears.

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

With regard to the landlords claim to recover the costs for the registered mails sent to the tenants. It is my decision that these costs are deemed to be the cost of doing business as a landlord and therefore this section of the landlords claim is dismissed.

The landlord will receive a Monetary Order for the balance owing pursuant to s. 67 of the Act.

Outstanding rent for August 2011	\$1,025.00
Less security deposit	(-\$512.50)
Plus filing fee	\$50.00
Total amount due to the landlord	\$562.50

Conclusion

I HEREBY FIND in favor of the landlords' monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for **\$562.50**. The order must be served on the tenants 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: September 09, 2011.

Residential Tenancy Branch