



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 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; 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 tenant by way of registered mail sent on September 24th, 2011, and provided a Canada Post tracking number. 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 or about September 26th or 27th, 2011. Therefore the landlord withdrew his application for an Order of Possession.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

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 single detached home. The landlord testified that pursuant to a written agreement, the tenancy started on March 1st, 2011. The rent was \$2300.00 per month and the tenant paid a security deposit of \$1150.00.

The landlord testified that the tenant only paid \$2000.00 for rent in July, 2011, paid the full rent in August, and paid no rent for September. He stated that the tenant told him that she would be moving out by the end of September, and he has not been in contact with the tenant since. In his documentary evidence, the landlord provided a copy of the 10 Day Notice to End Tenancy which he stated he served on the tenant in person on September 15th, 2011.

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 landlord's undisputed evidence, i accept that the tenant failed to pay rent for the periods declared by the landlord in his application, and that the landlord is entitled to recover the loss of rental income as claimed.

Conclusion

The landlord established a claim of \$2600.00. I authorize the landlord to retain the tenant's \$1150.00 security deposit for a balance owing of \$1450.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee.

Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$1500.00. 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: October 19, 2011.

Residential Tenancy Branch