



# 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. She testified that she served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on October 3<sup>rd</sup>, 2011, and provided 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 paid the outstanding rent for which the 10 Day Notice to End Tenancy was issued in September, and the landlord withdrew her 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 an apartment in a multi unit complex. Pursuant to a written agreement, the tenancy started in May 2006. The current rent is \$782.00 per month, plus \$20.00 per month for additional parking. The tenant paid a security deposit of \$340.00.

The landlord testified that the tenant gave her notice to end tenancy effective October 31<sup>st</sup>, 2011; however stated that the tenant only paid \$110.30 for that month's rent. The landlord updated her monetary claim to reflect the balance owing for October totalling \$691.70, which includes the \$20.00 additional parking fee.

### Analysis

I accept the landlord's undisputed testimony that she 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 evidence I accept that the tenant owes outstanding rent for October 2011 and that the landlord is entitled to recover that amount as claimed.

### Conclusion

The landlord established a claim of \$691.70. I authorize the landlord to retain the tenant's \$340.00 security deposit for a balance owing of \$351.70. 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 \$401.70.

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 31, 2011.

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Residential Tenancy Branch