



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNSD, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions. At the onset of the hearing, the Landlord stated that the Tenant has vacated the unit and that the Landlord no longer requires an Order of Possession.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on November 1, 2008. The Landlord served the Tenant with a 10 day Notice to End Tenancy for Non payment of Rent on August 11, 2011 by posting the Notice on the door. Rent in the amount of \$1,250.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security

deposit from the Tenant in the amount of \$625.00. The Tenant had rental arrears in the amount of \$1,194.00 for August 2011 and failed to pay rent for September 2011. The Landlord's caretaker informed the Landlord that the Tenant moved out of the unit on September 25, 2011. The Landlord claims the amount of \$2,444.00 for unpaid rent and \$40.00 for two late fees. The tenancy agreement provides for the Tenant's responsibility for the payment of late fees.

Analysis

Given the undisputed evidence of the Landlord, I find that the Tenant has failed to pay the rental arrears and late fees and find that the Landlord is therefore entitled to a monetary amount of **\$2,484.00**. The Landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2,534.00**. Setting the security deposit plus interest in the amount of \$626.95 off this entitlement leaves a balance owing from the Tenant to the Landlord of **\$1,907.05**.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$626.95 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$1,907.05**. If necessary, this order may be filed 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 18, 2011.

Residential Tenancy Branch