



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing was convened by way of conference call in response to an application made by the landlord for an Order of Possession for unpaid rent or utilities and for a monetary order for unpaid rent or utilities.

The landlord attended the conference call hearing, gave affirmed testimony and provided an evidence package in advance of the hearing. However, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on September 20, 2011, the tenant did not attend. The landlord provided evidence of having sent the documents by registered mail, and I am satisfied that service has been effected pursuant to the *Residential Tenancy Act*.

All evidence and the testimony provided have been reviewed and are considered in this Decision.

At the outset of the hearing, the landlord withdrew the application for an Order of Possession, and that application is therefore dismissed as withdrawn.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent or utilities?

### Background and Evidence

The landlord testified that this fixed-term tenancy began on August 1, 2009 and expired on July 31, 2010 and then reverted to a month-to-month tenancy. Rent in the amount of \$1,050.00 per month was payable at the beginning of the tenancy and was increased during the course of the tenancy to \$1,090.00 per month, payable in advance on the 1<sup>st</sup> day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$525.00.

The landlord further testified that the tenant paid rent for the month of August, 2011 in the amount of \$1,050.00 but did not pay the full amount of \$1,090.00. The tenant further failed to pay any rent for the month of September, 2011. The landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on September 2, 2011 by posting it to the door of the rental unit. A copy of the notice was provided in advance of the hearing, and it is dated September 2, 2011 and contains an expected date of vacancy of September 13, 2011. The notice also states that the tenant failed to pay rent in the amount of \$1,130.00 that was due on September 1, 2011.

The landlord also testified that the Landlord's Application for Dispute Resolution was filed on September 19, 2011 and upon attending at the rental unit on that date to serve the tenant, the landlord discovered the rental unit empty and the tenant had abandoned the unit without providing a forwarding address or a phone number.

The landlord requests a monetary order for the unpaid rent and to keep the security deposit in partial satisfaction of the debt.

### Analysis

I accept the evidence of the landlord, and I find that the landlord is entitled to a monetary order for unpaid rent.

The landlord's application does not include an application to keep the security deposit however the landlord does not know the whereabouts of the tenant. The *Residential Tenancy Act* states as follows:

**72 (2)** If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

- (a) in the case of payment from a landlord to a tenant, from any rent due to the landlord, and
- (b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

I find it just in the circumstances to order the landlord to keep the security deposit of \$525.00 in partial satisfaction of the claim.

The landlord is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed as withdrawn.

I hereby order that the landlord keep the security deposit in the amount of \$525.00 and I grant the landlord a monetary order pursuant to Section 67 of the *Residential Tenancy Act* for the difference of \$655.00. This order may be filed in the Provincial Court of British Columbia, Small Claims division 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.

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Residential Tenancy Branch