



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      OPR, MNR, MNSD, FF

### **Introduction**

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts. At the beginning of the hearing, the Landlord's agent said the tenancy has ended and as a result, he withdrew his application for an Order of Possession.

The Landlord's agent said the Tenant was served in person on October 23, 2011 with the Application and Notice of Hearing (the "hearing package"). Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

### **Issue(s) to be Decided**

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to keep the Tenant's security deposit?

### **Background and Evidence**

This month-to-month tenancy started on September 1, 2011 and ended on October 31, 2011 when the Tenant moved out. Rent was \$825.00 per month payable in advance on the last day of each month. The Tenant paid a security deposit of \$412.50 at the beginning of the tenancy.

The Landlord said the Tenant did not pay his rent in full for October 2011 when it was due and as a result, on October 2, 2011, the Landlord served the Tenant in person with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 2, 2011. The Landlord said the Tenant has not paid the overdue rent of \$412.50.

### **Analysis**

In the absence of any evidence from the Tenant to the contrary, I find that the Landlord is entitled to recover unpaid rent for October 2011 in the amount of \$412.50. I also find pursuant to s. 72(1) of the Act that the Landlord is entitled to recover from the Tenant the \$50.00 filing fee he paid for this proceeding.

I Order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit of \$412.50 in partial payment of the monetary award. The Landlord will receive a Monetary Order for the balance owing of \$50.00.

### **Conclusion**

A Monetary Order in the amount of **\$50.00** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: November 16, 2011.

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Residential Tenancy Branch