



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in repose to the landlords application for an Order of Possession for unpaid rent; for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenants security and pet deposit; and to recover the filing fee from the tenants for the cost of this application.

At the outset of the hearing the landlord advised that the tenants are no longer residing in the rental unit, and therefore, the landlord withdraws the application for an Order of Possession.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, and was handed to the tenants in person on January 11, 2012.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent?
- Is the landlord entitled to keep all or part of the security and pet deposits?

Background and Evidence

The landlord testifies that this month to month tenancy started on July 01, 2011. Rent for this unit was \$900.00 per month less one third of the utilities. Rent was due on the first day of each month. The tenant also paid an additional \$50.00 per month towards their pet deposit from July to December, 2011. The total amount of pet deposit paid was \$300.00 and the tenants also paid a security deposit of \$450.00 at the start of the tenancy.

The landlord testifies that the tenants failed to pay rent for January, 2012 of \$880.00. The tenants were served with a 10 Day Notice to End Tenancy for unpaid rent on January 02, 2012. The tenants moved from the rental unit on or about January 21, 2012.

The landlord testifies that no further rent payment was made by the tenants and the tenants continue to owe rent for January of \$880.00. The landlord requests a Monetary Order to recover unpaid rent and an Order permitting the landlord to keep the security deposit and pet deposit to offset against the unpaid rent.

Analysis

The tenants did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

Section 26 of the Act states: *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

The landlord has established that rent for January was unpaid to the sum, of **\$880.00** which was due on January 01, 2012. Consequently, it is my decision that the landlord is entitled to a Monetary Order to recover unpaid rent from the tenants pursuant to s. 67 of the *Act*.

It is also my decision that the landlord is entitled to keep the security deposit of **\$450.00** and the pet deposit of **\$300.00** to offset against the outstanding rent pursuant to s. 38(4)(b) of the *Act*.

As the landlord has been successful with their claim I find the landlord is also entitled to recover the **\$50.00** filing fee from the tenants pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord as follows:

Unpaid rent	\$880.00
Filing fee	\$50.00
Less security and pet deposits	(-\$750.00)
Total amount due to the landlord	\$180.00

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$180.00**. The order must be served on the respondents and is enforceable through the Provincial Court 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: January 27, 2012.

Residential Tenancy Branch